

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  Lynda T Bui, Trustee 3550 Vine Street, Ste. 210 Riverside, CA 92507 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: Trustee.Bui@shbllp.com  Chapter 7 Trustee     <input type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:	FOR COURT USE ONLY
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<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION</b>	
In re:  JULIO CESAR LOPEZ REYES,        Debtor(s).	CASE NO.: 6:19-bk-16776-SY CHAPTER: 7        <b>NOTICE OF SALE OF ESTATE PROPERTY</b>

<b>Sale Date:</b> 4/9/2020	<b>Time:</b> 9:30 am
<b>Location:</b> Courtroom 302, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501	

**Type of Sale:** ☒ Public ☐ Private **Last date to file objections:** 3/26/2020

**Description of property to be sold:** Real property located at 1550 Arobes Court, Moreno Valley, CA 92555

**Terms and conditions of sale:** See attached Sale Motion.

**Proposed sale price:** \$295,000.00, subject to overbids

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

**Overbid procedure (if any):** Initial overbid of \$300,000.00, minimum bid increments thereafter shall be \$1,000.00

Overbids must be in writing and received by the Trustee on or before 5:00 pm (California time) on 4/2/2020

Certified funds of at 3% of the overbid purchase price must be delivered. (See attached for more information).

**If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:**

4/9/2020 at 9:30 am

United States Bankruptcy Court

Courtroom 302

3420 Twelfth Street

Riverside, CA 92501

**Contact person for potential bidders (include name, address, telephone, fax and/or email address):**

Lynda T. Bui, Chapter 7 Trustee

3550 Vine Street, Ste. 210

Riverside, CA 92507

Telephone: (949) 340-3400

Facsimile: (949) 340-3000

Email: Trustee.Bui@shbllp.com

Date: 03/17/2020

<p>Attorney or Party Name, Address, Telephone &amp; FAX Nos., State Bar No. &amp; Email Address</p> <p>Lynda T Bui, Trustee 3550 Vine Street, Ste. 210 Riverside, CA 92507 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: Trustee.Bui@shulmanbastian.com</p> <p>Chapter 7 Trustee</p> <p><input type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for: Chapter 7 Trustee</p>	<p>FOR COURT USE ONLY</p>
<p style="text-align: center;"><b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION</b></p>	
<p>In re:</p> <p>JULIO CESAR LOPEZ REYES,</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 6:19-bk-16776-SY CHAPTER: 7</p> <p><b>NOTICE OF MOTION FOR:</b></p> <p>Chapter 7 Trustee's Motion for Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Certain Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and 363(f), Subject to Overbids, Combined With Notice of Bidding Procedures et al.</p> <p><b>(Specify name of Motion)</b></p> <p>DATE: 04/09/2020 TIME: 9:30 am COURTROOM: 302 PLACE: 3420 Twelfth Street Riverside, CA 92501</p>

1. TO (*specify name*): Lynda T. Bui, Chapter 7 Trustee
2. NOTICE IS HEREBY GIVEN that on the following date and time and in the indicated courtroom, Movant in the above-captioned matter will move this court for an Order granting the relief sought as set forth in the Motion and accompanying supporting documents served and filed herewith. Said Motion is based upon the grounds set forth in the attached Motion and accompanying documents.
3. **Your rights may be affected.** You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)

4. **Deadline for Opposition Papers:** This Motion is being heard on regular notice pursuant to LBR 9013-1. If you wish to oppose this Motion, you must file a written response with the court and serve a copy of it upon the Movant or Movant's attorney at the address set forth above no less than fourteen (14) days prior to the above hearing date. If you fail to file a written response to this Motion within such time period, the court may treat such failure as a waiver of your right to oppose the Motion and may grant the requested relief.
5. **Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure:** The undersigned hereby verifies that the above hearing date and time were available for this type of Motion according to the judge's self-calendaring procedures.

Date: 03/17/2020

\_\_\_\_\_  
Printed name of law firm

/s/ Lynda T. Bui  
Signature

Lynda T. Bui  
Printed name of attorney



1 Lynda T Bui, Trustee  
3550 Vine Street, Ste. 210  
2 Riverside, CA 92507  
Telephone: (949) 340-3400  
3 Facsimile: (949) 340-3000  
Email: Trustee.Bui@shulmanbastian.com  
4

5 Chapter 7 Trustee  
6

7 **UNITED STATES BANKRUPTCY COURT**  
8 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**  
9

10 In re

11 **JULIO CESAR LOPEZ REYES,**

12 Debtor.  
13

Case No. 6:19-bk-16776-SY

Chapter 7

**CHAPTER 7 TRUSTEE'S MOTION FOR  
ORDER:**

(1) **APPROVING THE SALE OF REAL  
PROPERTY OF THE ESTATE FREE AND  
CLEAR OF LIENS PURSUANT TO  
BANKRUPTCY CODE §§ 363(b)(1) AND  
363(f), SUBJECT TO OVERBIDS,  
COMBINED WITH NOTICE OF BIDDING  
PROCEDURES AND REQUEST FOR  
APPROVAL OF THE BIDDING  
PROCEDURES UTILIZED;**

(2) **APPROVING PAYMENT OF REAL ESTATE  
COMMISSION AND OTHER COSTS; AND**

(3) **GRANTING RELATED RELIEF;**

**MEMORANDUM OF POINTS AND  
AUTHORITIES AND DECLARATION OF LYNDA  
T. BUI**

**Real Property located at:  
15550 Arobes Court  
Moreno Valley, CA 92555**

**Hearing Date:**

Date: April 9, 2020

Time: 9:30 a.m.

Place: Courtroom 302  
3420 Twelfth Street  
Riverside, CA 92501

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1 **TO THE HONORABLE SCOTT H. YUN, UNITED STATES BANKRUPTCY JUDGE, THE**  
2 **OFFICE OF THE UNITED STATES TRUSTEE, THE DEBTOR AND HIS COUNSEL AND**  
3 **OTHER PARTIES-IN-INTEREST:**

4 Lynda T. Bui, solely in her capacity as the Chapter 7 Trustee ("Trustee") for the  
5 bankruptcy estate ("Estate") of Julio Cesar Lopez Reyes ("Debtor"), brings this *Motion for*  
6 *Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Certain*  
7 *Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and 363(f), Subject to Overbids,*  
8 *Combined With Notice of Bidding Procedures and Request for Approval of the Bidding*  
9 *Procedures Utilized; (2) Approving Payment of Real Estate Commission; and (3) Granting*  
10 *Related Relief* ("Sale Motion"), and respectfully represents as follows:

11 **I. BACKGROUND**

12 **A. The Bankruptcy Case**

13 The Debtor commenced this bankruptcy case under Chapter 7 by filing a Voluntary  
14 Petition on August 2, 2019 ("Petition Date"). Lynda T. Bui is the duly appointed, qualified  
15 and acting Chapter 7 trustee for the Estate.

16 On his Schedules, the Debtor lists secured claims of \$170,000.00, no priority claims  
17 and general unsecured claims of \$7,103.00. The deadline for filing claims is March 24,  
18 2020. Government claims were due by January 29, 2020. As of March 5, 2020, there has  
19 been one general unsecured claim filed in the amount of \$1,065.41.

20 **B. The Property<sup>1</sup>**

21 Property of the Estate includes the Debtor's interest in the real property located at  
22 15550 Arobes Court, Moreno Valley, California 92555 ("Property"). On his Schedule A/B  
23 filed on August 2, 2019 (docket 7), the Debtor valued the Property at \$260,000.00 but  
24 asserts that the valued of the portion he owns is \$90,000.00.

25  
26  
27  
28 <sup>1</sup> Attached as **Exhibit 1** to the Declaration of Lynda T. Bui ("Bui Declaration") are true and correct copies of the Debtor's Schedule A/B, C and D. Attached as **Exhibit 2** to the Bui Declaration is a true and correct copy of a title report on the Property which lists the liens and encumbrances impacting the Property.

1 On his Schedule D (docket 9) the Debtor listed one lien against the Property in favor  
2 of Nationstar/Mr. Cooper ("Secured Creditor") in the amount of \$170,000.00.

3 On his Schedule C (docket 8), the Debtor claimed a homestead exemption in the  
4 Property of \$90,000.00 under C.C.P. §§ 704.730(a)(2) ("Homestead Exemption"). The  
5 Trustee has learned, however, that the Debtor did not reside at the Property on the Petition  
6 Date and the Debtor's soon to be former spouse is currently residing at the Property.  
7 Based on this, the Trustee believes that she may have grounds to object to the Debtor's  
8 Homestead Exemption.

9 **C. Broker Employment, Marketing Efforts and Basis for Value of the Property**

10 The Trustee is advised from the Debtor's Statement of Intention<sup>2</sup> (docket 21), the  
11 Debtor intended to sell the Property so that he could avoid a foreclosure sale of the  
12 Property. The Debtor also employed the Trustee's proposed Broker<sup>3</sup> prior to the Petition  
13 Date to assist with Property's marketing and sale. The Broker listed Property for sale at  
14 \$320,000.00. As set forth below, the Broker has presented an offer for purchase of the  
15 Property at \$295,000.00.

16 The Debtor's listing agreement with the Broker provides for a real estate commission  
17 to be paid of 6% of the sale price. The Trustee, however, has requested a reduction of the  
18 commission to a total of 5% in order provide a more meaningful recovery for the Estate  
19 from the sale of the Property.

20 The Property has been on the market since July 2019. The offer from the Buyer  
21 (defined below) is the first that has been received and is result of negotiations between the  
22 Trustee and the Buyer for the highest and best offer.

23 The Estate does not have the funds to obtain a formal written appraisal for the  
24 estimated value of the Property. The Broker has more than twenty years of experience in  
25 the sale of real property as well as property valuations and is familiar with valuing real  
26

27 <sup>2</sup> Attached as **Exhibit 3** to the Bui Declaration is a true and correct copy of the Statement of Intention.

28 <sup>3</sup> The Trustee is filing a separate application for a Court order authorizing the employment of the Debtor's  
real estate broker, California First Realty through its agent Pablo Meza (collectively "Broker").

property in today's economic environment. The Broker viewed the Property and believed that it had a fair market value that supported it be listed for sale at \$320,000.00. The listing price was determined on comparable sales of similar properties in the area.

The Trustee believes that the proposed sale, subject to overbids, will be at fair market value. Given that the sale is subject to overbids, it is anticipated that the Trustee will receive the best and highest value for the Property and therefore the proposed sale price is fair and reasonable.

**D. Sale Information in Compliance with LBR 6004-1(c)(3)**

The following chart provides information on the sale in compliance with Local Bankruptcy Rule ("LBR") 6004-1(c)(3):

<b>LBR 6004-1(c)(3) Requirement</b>	<b>Information</b>
LBR 6004-1(c)(3)(A) Date, Time, and Place of hearing on the proposed sale:	Hearing Date and Time: April 9, 2020 at 9:30 a.m. Hearing Place: U.S. Bankruptcy Court, Courtroom 302, 3420 Twelfth Street, Riverside, CA 92501
LBR 6004-1(c)(3)(B) Name and address of the proposed buyer:	Jose E. Lino Guzman whose address is 6727 Motz Street, Paramount, CA. 90723
LBR 6004-1(c)(3)(C) Description of the property to be sold:	Real property located at: 1550 Arobes Court, Moreno Valley, CA 92555
LBR 6004-1(c)(3)(D) Terms and conditions of the proposed sale, including the price and all contingencies:	Buyer has offered \$295,000.00, subject to the Bidding Procedures. The Buyer is paying all cash and is purchasing the Property "AS IS" without warranties of any kind, expressed or implied, being given by the Trustee, concerning the condition of the Property or the quality of the title thereto, or any other matters relating to the Property.
LBR 6004-1(c)(3)(E) Whether the proposed sale is free and clear of liens, claims or interests, or subject to them, and a description of all such liens, claims or interests:	Liens impacting the Property are identified in the Title Report attached as <b>Exhibit 2</b> annexed to the Motion. Pro-rata unpaid real property taxes will be paid. The lien of the Secured Creditor will be paid in amount as agreed to by the Secured Creditor and such lien will be released. To the extent there are disputed unresolved liens, such unresolved liens, if any, will attach to the proceeds of the sale in the same validity and priority as prior to the sale, pending agreement with the lienholder or further Court order.

LBR 6004-1(c)(3) Requirement	Information
LBR 6004-1(c)(3)(F) Whether the proposed sale is subject to higher and better bids:	The sale of the Property is subject to the Bidding Procedures set forth in the Sale Motion below.
LBR 6004-1(c)(3)(G) Consideration to be received by the Estate, including estimated commissions, fees and other costs of sale:	Purchase price of \$295,000.00, or an amount as increased by successful overbid. All costs of sale, including escrow fees and real estate commissions will be paid at closing and are estimated to total approximately \$20,650.00 (7% of the purchase price and includes broker commission). The Estate and the Buyer will each pay their own escrow fees as is customary in the County where the Property is located. The Trustee estimates to generate net proceeds of approximately \$113,000.00, which will be retained by the Trustee pending further agreement with the Debtor regarding the amount of his Homestead Exemption or further Court order. Sale price and costs of sale are subject to the Bankruptcy Court approval.
LBR 6004-1(c)(3)(H) If authorization is sought to pay commission, the identity of the auctioneer, broker, or sales agent and the amount or percentage of the proposed commission to be paid:	The real estate broker commission shall not to exceed 5% of the purchase price. The broker representing the Buyer is Century 21 Real Estate Team through its sales agent Alex Petrusan ("Selling Broker"), the commission will be split between the Trustee's Broker and the Selling Broker, with each receiving 2.5% (or \$7,375.000) .
LBR 6004-1(c)(3)(I) A description of the estimated or possible tax consequences to the Estate, if known, and how any tax liability generated by the sale of the property will be paid:	Given that the Property had been the Debtor's residence, the Estate may be entitled to capital gains exclusions such that the Trustee does not expect to pay capital gains taxes on the sale.
LBR 6004-1(c)(3)(J) Date which objection must be filed and served:	<b>Objections, if any, must be filed and served 14 days prior to the Hearing Date (or by March 26, 2020).</b>

## II. RELIEF REQUESTED

### A. Sale of the Property

Jose E. Lino Guzman ("Buyer") has offered to purchase the Property for \$295,000.00, subject to overbids. Attached as **Exhibits 4 and 5** to the Bui Declaration are true and correct copies of the Residential Purchase Agreement and Joint Escrow Instructions and related addendum and the Trustee Addendum to the Residential Purchase

1 Agreement and Joint Escrow Instructions (collectively the "Agreement"). Through the Sale  
2 Motion, the Trustee seeks a Court order that provides for the following:

3  
4 1. Authorizing the Trustee to sell the Property to the Buyer on an "as-is"  
5 condition, with no expressed or implied warranties, pursuant to the terms and conditions  
as set forth in the Agreement, subject to the Bidding Procedures set forth below, and for  
approval of the Bidding Procedures utilized.

6 2. Authorizing the sale of the Property free and clear of liens with liens not  
7 satisfied through the sale (if any) to attach to the sale proceeds in the same validity and  
priority as prior to the closing of the sale.

8 3. Authorizing the Trustee to sign any and all documents convenient and  
9 necessary in pursuit of the sale as set forth above, including but not limited to any and all  
conveyances contemplated by the Agreement.

10 4. Approving the payment of the real estate commission in the total amount not  
11 to exceed 5% (a commission of \$14,750.00 based on the Buyer's offer of \$295,000.00),  
which will be split between the Trustee's Broker and the Buyer's real estate broker, Century  
21 Realty Team and its agent Alex Petrusan.

12 5. Authorizing the Trustee to pay the following from the sale proceeds through  
13 escrow: (i) real estate taxes, (ii) amounts owed to current beneficiaries of the deed of trust  
14 impacting the Property, and (iii) escrow fees and other costs of sale to be split between the  
Buyer and the Estate in the manner customary in Riverside County, California where the  
Property is located.

15 6. A determination by the Court that the Buyer is in good faith pursuant to  
16 Bankruptcy Code Section 363(m).

17 7. Waiving the fourteen day stay of the order approving the sale of the Property  
18 under Federal Rules of Bankruptcy Procedure 6004(h).

19 8. Upon closing of the sale, authorizing the Trustee to retain the entire net sale  
20 proceeds pending agreement with the Debtor regarding the amount of his Homestead  
Exemption or further Court order resolving the Debtor's Homestead Exemption amount.

21 **B. Approval of the Bidding Procedures**

22 The Trustee has determined that it would benefit the Estate to permit all interested  
23 parties to receive information and bid for the Property instead of selling the Property to the  
24 Buyer on an exclusive basis. Accordingly, in order to obtain the highest and best offer for  
25 the benefit of the creditors of this Estate, the Trustee is utilizing and also seeks Court  
26 approval of the following bidding procedures ("Bidding Procedures"):

27 1. Potential bidders must bid an initial amount of at least \$5,000 over the  
28 Purchase Price, or **\$300,000.00**. Minimum bid increments thereafter shall be \$1,000. The



1 Trustee shall have sole discretion in determining which overbid is the best for the Estate  
and will seek approval from the Court of the same.

2 2. Bids must be in writing and be received by the Trustee on or before **5:00 p.m.**  
3 **(California time) on April 2, 2020 (seven days prior to the hearing on the Sale Motion).**

4 3. Bids must be accompanied by certified funds in an amount equal to three  
percent of the overbid purchase price.

5 4. The bidder must also provide evidence of having sufficient specifically  
committed funds to complete the transaction or a lending commitment for the bid amount  
6 and such other documentation relevant to the bidder's ability to qualify as the purchaser of  
Property and ability to close the sale and immediately and unconditionally pay the winning  
7 bid purchase price at closing.

8 5. The bidder must seek to acquire the Property on terms and conditions not  
less favorable to the Estate than the terms and conditions to which the Buyer has agreed  
to purchase the Property as set forth in the Agreement with the Buyer including no  
9 contingencies and closing on the sale in the same time parameters as the Buyer.

10 6. All competing bids must acknowledge that the Property is being sold on an  
"AS IS" basis without warranties of any kind, expressed or implied, being given by the  
11 Seller, concerning the condition of the Property or the quality of the title thereto, or any  
other matters relating to the Property. The competing bid buyer must represent and  
12 warrant that he/she is purchasing the Property as a result of their own investigations and  
are not buying the Property pursuant to any representation made by any broker, agent,  
13 accountant, attorney or employee acting at the direction, or on the behalf of the Seller. The  
competing bidder must acknowledge that he/she has inspected the Property, and upon  
14 closing of Escrow governed by the Agreement, the Buyer forever waives, for  
himself/herself, their heirs, successors and assigns, all claims against the Debtor, his  
15 attorneys, agents and employees, the Estate, Lynda T. Bui as Trustee and individually,  
and the law firm of which she is associated, Shulman Bastian Friedman & Bui, her agents  
16 and employees, arising or which might otherwise arise in the future concerning the  
Property.

17 7. If overbids are received, the final bidding round shall be held at the hearing  
on the Sale Motion (**April 9, 2020 at 9:30 a.m. , California Time, at the U.S. Bankruptcy**  
18 **Court, Courtroom 302, 3420 Twelfth Street, Riverside, California 92501**), or if  
rescheduled, upon telephonic notice to the Buyer and the parties having submitted  
19 overbids in order to allow all potential bidders the opportunity to overbid and purchase the  
Property. At the final bidding round, the Trustee in the exercise of her business judgment  
20 and subject to Court approval, accept the bidder who has made the highest and best offer  
to purchase the Property, consistent with the Bidding Procedures ("Successful Bidder").

21 8. At the hearing on the Sale Motion, the Trustee will seek entry of an order,  
22 *inter alia*, authorizing and approving the sale of the Property to the Successful Bidder. The  
hearing on the Sale Motion may be adjourned or rescheduled without notice other than by  
23 an announcement of the adjourned date at the hearing on the Sale Motion.

24 9. In the event the Successful Bidder fails to close on the sale of the Property  
within the time parameters approved by the Court, the Trustee shall retain the Successful  
Bidder's Deposit and will be released from the obligation to sell the Property to the  
25 Successful Bidder and the Trustee may then sell the Property to the First Back-Up Bidder  
approved by the Court.

26 10. In the event First Back-Up Bidder fails to close on the sale of the Property  
within the time parameters approved by the Court, the Trustee shall retain the First Back-  
27 Up Bidder's Deposit and will be released from his obligation to sell the Property to the First  
Back-Up Bidder and the Trustee may then sell the Property to the Second Back-Up Bidder  
28 approved by the Court.

The Bidding Procedures will be provided to all creditors and any potential bidders or parties who have shown an interest in the Property. A Notice of Sale of Estate Property will be filed with the Court for posting on the Court's website under the link "Current Notices of Sales", thereby giving notice to additional potential interested parties. The Broker will update the Multiple Listing Service to reflect the Bidding Procedures. Based on the foregoing, the Trustee believes that under the circumstances of this case, the Property will have been appropriately marketed for bidding.

### III. LEGAL AUTHORITIES

#### A. There is a Good Business Reason for the Sale and the Sale is in the Best Interest of the Estate.<sup>4</sup>

The duties of a trustee in a Chapter 7 filing are enumerated in 11 U.S.C. § 704, which provides in relevant part as follows:

(a) The trustee shall—

(1) collect and reduce to money the property of the estate for which such trustee serves, and close such estate as expeditiously as is compatible with the best interests of parties in interest;

(2) be accountable for all property received;

11 U.S.C. §704(a).

Further, the Trustee, after notice and hearing, may sell property of the estate. 11 U.S.C. § 363(b). Courts ordinarily will approve a proposed sale if there is a good business reason for the sale and the sale is in the bests interests of the estate. *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re Lionel Corp.*, 722 F.2d 1063, 1069 (2d Cir. 1983). In this case, the sale is anticipated to net the Estate \$113,000.00, as follows:

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<sup>4</sup> Although Local Bankruptcy Rule 6004-1(c)(2)(C) does not require that a memorandum of points and authorities be filed in support of the Motion, the Trustee is nevertheless submitting one.

Sale Price	\$295,000.00
Less, real estate commission and other estimated costs of sale (estimated a total of 7%)	(\$20,650.00)
Less, property taxes (pro-rata) (estimated)	(\$1,350.00)
Less, payoff to the first trust deed holder (estimated)	(\$160,000.00)
Estimated Net Proceeds for the Estate	\$113,000.00

**B. The Proposed Sale Should be Allowed Free and Clear of Liens**

Bankruptcy Code Section 363(f) allows a trustee to sell property of the bankruptcy estate “free and clear of any interest in such property of an entity,” if any one of the following five conditions is met:

- (1) applicable non-bankruptcy law permits a sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept money satisfaction of such interest.

11 U.S.C. § 363(f).

Section 363(f) is written in the disjunctive and thus only one of the enumerated conditions needs to be satisfied for Court approval to be appropriate. The Trustee proposes to sell under section 363(f)(2) and under 363(f)(4).

With respect to outstanding real property taxes and the first priority lender lien, each will be paid through escrow on the sale in the amount consented to by the lienholder, and based on their consent to the sale, the Trustee will have satisfied § 363(f)(2).

Out of an abundance of caution, to the extent there are unresolved liens at closing, the Trustee proposes to sell under section 363(f)(4), as unresolved liens and interests against the Property, if any, will be disputed by the Trustee and shall attach to the sale

proceeds with the same force, effect, validity, and priority as such liens or interests had with respect to the Property prior to the sale.

**C. The Court has Authority to Waive the Fourteen-Day Stay of Sale.**

Federal Rule of Bankruptcy Procedure 6004(h) provides that “[a]n order authorizing the use, sale or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the Court orders otherwise.” Fed. Rule Bankr. P. 6004(h). The Trustee desires to close the sale of the Property as soon as practicable after entry of an order approving the sale. Accordingly, the Trustee requests that the Court, in the discretion provided it under Federal Rule of Bankruptcy Procedure 6004(h), waive the fourteen-day stay requirement.

**IV. CONCLUSION**

Based on the reasons set forth above, the Trustee respectfully request submits that good cause exists for granting the Sale Motion and requests that the Court enter an order as follows:

1. Authorizing the Trustee to sell the Property to the Buyer pursuant to the terms and conditions of the Agreement and the Trustee Addendum which are attached as **Exhibits 4 and 5** to the Bui Declaration.

2. Authorizing the sale of the Property free and clear of liens, with liens not satisfied through the sale, if any, to attach to the sale proceeds in the same validity and priority as prior to the closing of the sale.

3. Authorizing the Trustee to sign any and all documents convenient and necessary in pursuit of the sale, including any and all conveyances contemplated by the Agreement attached as **Exhibit 3** to the Bui Declaration.

4. Approving the payment of the real estate commission in the total amount not to exceed 5% of the final purchase price, to be split between the Trustee's Broker and the Selling Broker, with each receiving 2.5%.

5. Authorizing the Trustee to pay the following from the proceeds of the sale of the Property through escrow: (a) all outstanding real property taxes at the time of closing on the sale of the Property, and (b) claims of creditors secured by the Property.

6. Authorizing the Trustee to retain the net sale proceeds generated from the sale of the Property pending agreement with the Debtor as to the amount of his Homestead Exemption or further Court order.

7. A determination by the Court that the Buyer is in good faith pursuant to Bankruptcy Code Section 363(m).

8. Waiving the fourteen day stay of the order approving the sale of the Property under Federal Rules of Bankruptcy Procedure 6004(h) and thus authorizing the Trustee to close escrow as soon as practicable but in no event later than 15 days after entry of the sale order, unless extended by the Trustee at her sole discretion.

9. Authorizing closing of the escrow as soon as practicable.

10. So that the Trustee may close on the sale of the Property, ordering that (i) the Debtor or any occupants of the Property are to immediately vacate the Property; (ii) in the event the Debtor or any occupants of the Property fail to immediately vacate, the Trustee shall be entitled to issuance of a writ of possession for the Property; and (iii) the United States Marshal or other appropriate law enforcement officer may enforce such writ.

11. For such other and further relief as the Court deems just and proper under the circumstances of this case.

Dated: March 17, 2020

/s/ Lynda T. Bui

By: Lynda T. Bui, Chapter 7 Trustee

# **DECLARATION**

**DECLARATION OF LYNDA T. BUI**

I, Lynda T. Bui, declare and state as follows:

1. I am the Chapter 7 Trustee for the bankruptcy estate of *In re Julio Cesar Lopez Reyes* ("Debtor"). I have personal knowledge of the facts set forth herein and could, if called as a witness, competently testify thereto.

2. I am familiar with the Debtor's bankruptcy proceeding and make this Declaration in support of my *Motion for Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Certain Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and 363(f), Subject to Overbids, Combined With Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief* ("Sale Motion").

3. Attached here as **Exhibit 1** are true and correct copies of the Debtor's Schedules A/B, C and D.

4. Attached here as **Exhibit 2** is true and copy of a Preliminary Title Report on the Property as of February 28, 2020. The Preliminary Title Report identifies the liens and encumbrances against the Property.

5. I am advised from the Debtor's Statement of Intention<sup>5</sup> (docket 21), the Debtor intended to sell the Property so that he could avoid a foreclosure sale of the Property. The Debtor also employed my proposed Broker<sup>6</sup> prior to the Petition Date to assist with Property's marketing and sale. The Broker listed Property for sale at \$320,000.00. As set forth below, the Broker has presented an offer for purchase of the Property at \$295,000.00.

6. The Debtor's listing agreement with the Broker provides for a real estate commission to be paid of 6% of the sale price. I, however, have requested a reduction of the commission to a total of 5% in order provide a more meaningful recovery for the Estate from the sale of the Property.

<sup>5</sup> Attached here as **Exhibit 3** is a true and correct copy of the Statement of Intention.

<sup>6</sup> The Trustee is filing a separate application for a Court order authorizing the employment of the Debtor's real estate broker, California First Realty through its agent Pablo Meza (collectively "Broker").

1 7. Attached here as **Exhibits 4 and 5** are true and correct copies of the  
2 Residential Purchase Agreement and Joint Escrow Instructions and related addendum and  
3 the Trustee Addendum to the Residential Purchase Agreement and Joint Escrow  
4 Instructions which I seek Court approval for.

5 8. The Property has been on the market since July 2019. The offer from the  
6 Buyer is the first that has been received and is result of negotiations with the Buyer for the  
7 highest and best offer.

8 9. The Estate does not have the funds to obtain a formal written appraisal for the  
9 estimated value of the Property. The Broker has more than twenty years of experience in  
10 the sale of real property as well as property valuations and is familiar with valuing real  
11 property in today's economic environment. The Broker viewed the Property and believed  
12 that it had a fair market value that supported it be listed for sale at \$320,000.00. The listing  
13 price was determined on comparable sales of similar properties in the area.

14 10. Given that the sale is subject to overbids, it is anticipated I will receive the best  
15 and highest value for the Property and therefore the proposed sale price is fair and  
16 reasonable.

17 11. For the reasons set forth in the Sale Motion and this Declaration, I believe that  
18 good cause exists to grant the Sale Motion and respectfully request that the Court grant  
19 the Sale Motion so that I do not lose this favorable business opportunity to net sufficient  
20 funds to anticipated to fully fund the Estate.

21 I declare under penalty of perjury pursuant to the laws of the United States of  
22 America that the foregoing is true and correct.

23 EXECUTED on March 17, 2020, at Riverside, California.

24 /s/ Lynda T. Bui

25 Lynda T. Bui  
26  
27  
28



# **Exhibit 1**

## **Schedules**

Fill in this information to identify your case and this filing:

Debtor 1 Julio Cesar Lopez Reyes  
First Name Middle Name Last Name

Debtor 2  
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: Central District of California

Case number \_\_\_\_\_

☐ Check if this is an amended filing

Official Form 106A/B

**Schedule A/B: Property**

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

**Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In**

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- ☐ No. Go to Part 2.  
☒ Yes. Where is the property?

1.1. 15550 Arobles Court  
Street address, if available, or other description

Moreno Valley CA 92555  
City State ZIP Code

Riverside  
County

What is the property? Check all that apply.

- ☒ Single-family home  
☐ Duplex or multi-unit building  
☐ Condominium or cooperative  
☐ Manufactured or mobile home  
☐ Land  
☐ Investment property  
☐ Timeshare  
☐ Other \_\_\_\_\_

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? \$ 260,000.00 Current value of the portion you own? \$ 90,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Title in my name only.

Who has an interest in the property? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☒ At least one of the debtors and another

☒ Check if this is community property (see instructions)

Other information you wish to add about this item, such as local property identification number: \_\_\_\_\_

If you own or have more than one, list here:

1.2. \_\_\_\_\_  
Street address, if available, or other description

\_\_\_\_\_  
City State ZIP Code

\_\_\_\_\_  
County

What is the property? Check all that apply.

- ☐ Single-family home  
☐ Duplex or multi-unit building  
☐ Condominium or cooperative  
☐ Manufactured or mobile home  
☐ Land  
☐ Investment property  
☐ Timeshare  
☐ Other \_\_\_\_\_

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? \_\_\_\_\_ Current value of the portion you own? \_\_\_\_\_

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Who has an interest in the property? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

☐ Check if this is community property (see instructions)

Other information you wish to add about this item, such as local property identification number: \_\_\_\_\_

Debtor 1

Julio Cesar

Lopez

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First Name

Middle Name

Last Name

Case number (if known)

1.3.

Street address, if available, or other description

City

State

ZIP Code

County

**What is the property?** Check all that apply.

- ☐ Single-family home  
☐ Duplex or multi-unit building  
☐ Condominium or cooperative  
☐ Manufactured or mobile home  
☐ Land  
☐ Investment property  
☐ Timeshare  
☐ Other \_\_\_\_\_

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

**Current value of the entire property?**

**Current value of the portion you own?**

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.**

**Who has an interest in the property?** Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

☐ **Check if this is community property** (see instructions)

**Other information you wish to add about this item, such as local property identification number:** \_\_\_\_\_

2. **Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.** \_\_\_\_\_ →

\$ 90,000.00

**Part 2: Describe Your Vehicles**

**Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not?** Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

3. **Cars, vans, trucks, tractors, sport utility vehicles, motorcycles**

- ☒ No  
☐ Yes

3.1. Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

Approximate mileage: \_\_\_\_\_

Other information: \_\_\_\_\_

**Who has an interest in the property?** Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

**Current value of the entire property?**

**Current value of the portion you own?**

\$ \_\_\_\_\_

\$ \_\_\_\_\_

☐ **Check if this is community property** (see instructions)

If you own or have more than one, describe here:

3.2. Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

Approximate mileage: \_\_\_\_\_

Other information: \_\_\_\_\_

**Who has an interest in the property?** Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

**Current value of the entire property?**

**Current value of the portion you own?**

\$ \_\_\_\_\_

\$ \_\_\_\_\_

☐ **Check if this is community property** (see instructions)

Debtor 1

Julio Cesar

Lopez

First Name

Middle Name

Last Name

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Case number (if known)

3.3. Make: \_\_\_\_\_  
 Model: \_\_\_\_\_  
 Year: \_\_\_\_\_  
 Approximate mileage: \_\_\_\_\_  
 Other information:

Who has an interest in the property? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? Current value of the portion you own?

\$ \_\_\_\_\_ \$ \_\_\_\_\_

3.4. Make: \_\_\_\_\_  
 Model: \_\_\_\_\_  
 Year: \_\_\_\_\_  
 Approximate mileage: \_\_\_\_\_  
 Other information:

Who has an interest in the property? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? Current value of the portion you own?

\$ \_\_\_\_\_ \$ \_\_\_\_\_

#### 4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories

Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- ☒ No  
☐ Yes

4.1. Make: \_\_\_\_\_  
 Model: \_\_\_\_\_  
 Year: \_\_\_\_\_  
 Other information:

Who has an interest in the property? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? Current value of the portion you own?

\$ \_\_\_\_\_ \$ \_\_\_\_\_

If you own or have more than one, list here:

4.2. Make: \_\_\_\_\_  
 Model: \_\_\_\_\_  
 Year: \_\_\_\_\_  
 Other information:

Who has an interest in the property? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? Current value of the portion you own?

\$ \_\_\_\_\_ \$ \_\_\_\_\_

5. Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here

\$ 0.00



Debtor 1

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First Name Middle Name Last Name

Case number (if known)

**Part 3: Describe Your Personal and Household Items**

Do you own or have any legal or equitable interest in any of the following items?

**Current value of the portion you own?**

Do not deduct secured claims or exemptions.

**6. Household goods and furnishings**

Examples: Major appliances, furniture, linens, china, kitchenware

☐ No☒ Yes. Describe..... Living Room Set, Dining Room Set, Bedroom Set,

\$ 1,000.00

**7. Electronics**

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

☐ No☒ Yes. Describe..... TV

\$ 500.00

**8. Collectibles of value**

Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

☒ No☐ Yes. Describe.....

\$

**9. Equipment for sports and hobbies**

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

☒ No☐ Yes. Describe.....

\$

**10. Firearms**

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

☒ No☐ Yes. Describe.....

\$

**11. Clothes**

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

☐ No☒ Yes. Describe..... Everyday clothes

\$ 100.00

**12. Jewelry**

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

☒ No☐ Yes. Describe.....

\$

**13. Non-farm animals**

Examples: Dogs, cats, birds, horses

☒ No☐ Yes. Describe.....

\$

**14. Any other personal and household items you did not already list, including any health aids you did not list**☒ No☐ Yes. Give specific information. ....

\$

**15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here**

\$ 1,600.00

Debtor 1

Julio Cesar

Lopez

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First Name

Middle Name

Last Name

Case number (if known)

**Part 4: Describe Your Financial Assets**

Do you own or have any legal or equitable interest in any of the following?

**Current value of the portion you own?**

Do not deduct secured claims or exemptions.

**16. Cash***Examples:* Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition☐ No☒ Yes

Cash: \$ 200.00

**17. Deposits of money***Examples:* Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.☒ No☐ Yes

Institution name:

17.1. Checking account:	_____	\$ _____
17.2. Checking account:	_____	\$ _____
17.3. Savings account:	_____	\$ _____
17.4. Savings account:	_____	\$ _____
17.5. Certificates of deposit:	_____	\$ _____
17.6. Other financial account:	_____	\$ _____
17.7. Other financial account:	_____	\$ _____
17.8. Other financial account:	_____	\$ _____
17.9. Other financial account:	_____	\$ _____

**18. Bonds, mutual funds, or publicly traded stocks***Examples:* Bond funds, investment accounts with brokerage firms, money market accounts☒ No☐ Yes

Institution or issuer name:

_____	\$ _____
_____	\$ _____
_____	\$ _____

**19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture**☒ No☐ Yes. Give specific information about them.

Name of entity:

% of ownership:

_____	_____ %	\$ _____
_____	_____ %	\$ _____
_____	_____ %	\$ _____

Debtor 1

Julio Cesar

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First Name

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Case number (if known)

**20. Government and corporate bonds and other negotiable and non-negotiable instruments**

*Negotiable instruments* include personal checks, cashiers' checks, promissory notes, and money orders.  
*Non-negotiable instruments* are those you cannot transfer to someone by signing or delivering them.

☒ No☐ Yes. Give specific Issuer name:information about  
them.....

\$

\$

\$

**21. Retirement or pension accounts**

*Examples:* Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

☒ No☐ Yes. List each

account separately. Type of account: Institution name:

401(k) or similar plan:

\$

Pension plan:

\$

IRA:

\$

Retirement account:

\$

Keogh:

\$

Additional account:

\$

Additional account:

\$

**22. Security deposits and prepayments**

Your share of all unused deposits you have made so that you may continue service or use from a company

*Examples:* Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

☒ No☐ Yes .....

Institution name or individual:

Electric:

\$

Gas:

\$

Heating oil:

\$

Security deposit on rental unit:

\$

Prepaid rent:

\$

Telephone:

\$

Water:

\$

Rented furniture:

\$

Other:

\$

**23. Annuities** (A contract for a periodic payment of money to you, either for life or for a number of years)☒ No☐ Yes ..... Issuer name and description:

\$

\$

\$

Debtor 1

Julio Cesar

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First Name Middle Name Last Name

Case number (if known)

**24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.**

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

☒ No☐ Yes

Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

_____	\$ _____
_____	\$ _____
_____	\$ _____

**25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit**☒ No☐ Yes. Give specific information about them....

\$ \_\_\_\_\_

**26. Patents, copyrights, trademarks, trade secrets, and other intellectual property**

Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

☒ No☐ Yes. Give specific information about them....

\$ \_\_\_\_\_

**27. Licenses, franchises, and other general intangibles**

Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

☒ No☐ Yes. Give specific information about them....

\$ \_\_\_\_\_

**Money or property owed to you?****Current value of the portion you own?**  
Do not deduct secured claims or exemptions.**28. Tax refunds owed to you**☒ No☐ Yes. Give specific information about them, including whether you already filed the returns and the tax years. ....

Federal: \$ \_\_\_\_\_

State: \$ \_\_\_\_\_

Local: \$ \_\_\_\_\_

**29. Family support**

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

☒ No☐ Yes. Give specific information. ....

Alimony: \$ \_\_\_\_\_

Maintenance: \$ \_\_\_\_\_

Support: \$ \_\_\_\_\_

Divorce settlement: \$ \_\_\_\_\_

Property settlement: \$ \_\_\_\_\_

**30. Other amounts someone owes you**

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

☒ No☐ Yes. Give specific information. ....

\$ \_\_\_\_\_



Debtor 1

Julio Cesar

Lopez

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First Name Middle Name Last Name

Case number (if known)

**31. Interests in insurance policies***Examples:* Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance☒ No☐ Yes. Name the insurance company of each policy and list its value....

Company name:

Beneficiary:

Surrender or refund value:

\$

\$

\$

**32. Any interest in property that is due you from someone who has died**

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

☒ No☐ Yes. Give specific information.....

\$

**33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment***Examples:* Accidents, employment disputes, insurance claims, or rights to sue☒ No☐ Yes. Describe each claim.....

\$

**34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims**☒ No☐ Yes. Describe each claim.....

\$

**35. Any financial assets you did not already list**☒ No☐ Yes. Give specific information.....

\$

**36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here** →

\$ 200.00

**Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.****37. Do you own or have any legal or equitable interest in any business-related property?**☐ No. Go to Part 6.☒ Yes. Go to line 38.**Current value of the portion you own?**

Do not deduct secured claims or exemptions.

**38. Accounts receivable or commissions you already earned**☒ No☐ Yes. Describe.....

\$

**39. Office equipment, furnishings, and supplies***Examples:* Business-related computers, software, modems, printers, copiers, fax machines, rugs, telephones, desks, chairs, electronic devices☒ No☐ Yes. Describe.....

\$

**Exhibit 1**

Debtor 1 **Julio Cesar Lopez** **Reyes** Case number (if known) \_\_\_\_\_  
 First Name Middle Name Last Name

**40. Machinery, fixtures, equipment, supplies you use in business, and tools of your trade**

- ☐ No  
☒ Yes. Describe..... Some work tools currently at my home. There is a restraining order against me to obtain it \$ 700.00

**41. Inventory**

- ☒ No  
☐ Yes. Describe..... \$ \_\_\_\_\_

**42. Interests in partnerships or joint ventures**

- ☒ No  
☐ Yes. Describe..... Name of entity: \_\_\_\_\_ % of ownership: \_\_\_\_\_  
 \_\_\_\_\_ % \$ \_\_\_\_\_  
 \_\_\_\_\_ % \$ \_\_\_\_\_  
 \_\_\_\_\_ % \$ \_\_\_\_\_

**43. Customer lists, mailing lists, or other compilations**

- ☒ No  
☐ Yes. Do your lists include personally identifiable information (as defined in 11 U.S.C. § 101(41A))?  
☐ No  
☐ Yes. Describe..... \$ \_\_\_\_\_

**44. Any business-related property you did not already list**

- ☒ No  
☐ Yes. Give specific information ..... \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_

**45. Add the dollar value of all of your entries from Part 5, including any entries for pages you have attached for Part 5. Write that number here** →

\$ 700.00

**Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.**  
 If you own or have an interest in farmland, list it in Part 1.

**46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?**

- ☒ No. Go to Part 7.  
☐ Yes. Go to line 47.

**Current value of the portion you own?**  
 Do not deduct secured claims or exemptions.

**47. Farm animals**

Examples: Livestock, poultry, farm-raised fish

- ☐ No  
☐ Yes..... \$ \_\_\_\_\_

Debtor 1 **Julio Cesar Lopez** Main Document Page 31 of 79  
 First Name Middle Name Last Name Case number (if known)

**48. Crops—either growing or harvested**

☐ No  
☐ Yes. Give specific information. \$

**49. Farm and fishing equipment, implements, machinery, fixtures, and tools of trade**

☐ No  
☐ Yes \$

**50. Farm and fishing supplies, chemicals, and feed**

☐ No  
☐ Yes \$

**51. Any farm- and commercial fishing-related property you did not already list**

☐ No  
☐ Yes. Give specific information. \$

**52. Add the dollar value of all of your entries from Part 6, including any entries for pages you have attached for Part 6. Write that number here** →

\$

**Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above****53. Do you have other property of any kind you did not already list?**

Examples: Season tickets, country club membership

☒ No  
☐ Yes. Give specific information. \$  
 \$  
 \$

**54. Add the dollar value of all of your entries from Part 7. Write that number here** →

\$ 0.00

**Part 8: List the Totals of Each Part of this Form**

**55. Part 1: Total real estate, line 2** → \$ 90,000.00

**56. Part 2: Total vehicles, line 5** \$ 0.00

**57. Part 3: Total personal and household items, line 15** \$ 1,600.00

**58. Part 4: Total financial assets, line 36** \$ 200.00

**59. Part 5: Total business-related property, line 45** \$ 700.00

**60. Part 6: Total farm- and fishing-related property, line 52** \$ 0.00

**61. Part 7: Total other property not listed, line 54** + \$ 0.00

**62. Total personal property. Add lines 56 through 61.** \$ 2,500.00 Copy personal property total → + \$ 2,500.00

**63. Total of all property on Schedule A/B. Add line 55 + line 62.**

\$ 92,500.00

Fill in this information to identify your case:

Debtor 1 Julio Cesar Lopez Reyes  
First Name Middle Name Last Name

Debtor 2  
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: Central District of California

Case number  
(if known) \_\_\_\_\_

☐ Check if this is an amended filing

Official Form 106C

**Schedule C: The Property You Claim as Exempt**

4/16

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

**Part 1: Identify the Property You Claim as Exempt**

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

- ☒ You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)
- ☐ You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own  Copy the value from <i>Schedule A/B</i>	Amount of the exemption you claim  Check only one box for each exemption.	Specific laws that allow exemption
Brief description: <u>SFH</u> Line from <i>Schedule A/B</i> : <u>1</u>	<u>\$ 90,000.00</u>	<input checked="" type="checkbox"/> \$ <u>90,000.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Section 704.730(a)(2)
Brief description: _____ Line from <i>Schedule A/B</i> : _____	\$ _____	<input type="checkbox"/> \$ _____ <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	
Brief description: _____ Line from <i>Schedule A/B</i> : _____	\$ _____	<input type="checkbox"/> \$ _____ <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	

3. Are you claiming a homestead exemption of more than \$160,375?

(Subject to adjustment on 4/01/19 and every 3 years after that for cases filed on or after the date of adjustment.)

- ☒ No
- ☐ Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?
- ☐ No
- ☐ Yes



Fill in this information to identify your case:

Debtor 1 Julio Cesar Lopez Reyes  
First Name Middle Name Last Name  
Debtor 2  
(Spouse, if filing) First Name Middle Name Last Name  
United States Bankruptcy Court for the: Central District of California  
Case number  
(if known)

☐ Check if this is an amended filing

## Official Form 106D

### Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. **Do any creditors have claims secured by your property?**

- ☐ No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.  
☒ Yes. Fill in all of the information below.

#### Part 1: List All Secured Claims

2. **List all secured claims.** If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim	Column C Unsecured portion If any
--	--	--

2.1 **Nationstar/Mr. Cooper**

Creditor's Name  
PO Box 619003  
Number Street

Dallas TX 75261  
City State ZIP Code

Describe the property that secures the claim:

SFH located at 15550 Arobles Ct., Moreno Valley, CA92555

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent  
☐ Unliquidated  
☒ Disputed

Nature of lien. Check all that apply.

- ☒ An agreement you made (such as mortgage or secured car loan)  
☐ Statutory lien (such as tax lien, mechanic's lien)  
☐ Judgment lien from a lawsuit  
☐ Other (including a right to offset)

Who owes the debt? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☒ At least one of the debtors and another

☒ Check if this claim relates to a community debt

Date debt was incurred 07/01/2012

Last 4 digits of account number 8 7 4 5

Describe the property that secures the claim:

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent  
☐ Unliquidated  
☐ Disputed

Nature of lien. Check all that apply.

- ☐ An agreement you made (such as mortgage or secured car loan)  
☐ Statutory lien (such as tax lien, mechanic's lien)  
☐ Judgment lien from a lawsuit  
☐ Other (including a right to offset)

Who owes the debt? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

☐ Check if this claim relates to a community debt

Date debt was incurred

Last 4 digits of account number

Add the dollar value of your entries in Column A on this page. Write that number here:

\$ 170,000.00

Debtor 1

Julio Cesar

Lopez

Reyes

First Name

Middle Name

Last Name

Case number (if known)

**Part 2: List Others to Be Notified for a Debt That You Already Listed**

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

**2.1 Quality Loan Servicing Corporation (foreclosure trustee)**

Name

2763 Camino Del Rio South

Number Street

San Diego

CA

92108

City

State

ZIP Code

On which line in Part 1 did you enter the creditor? 2.1

Last 4 digits of account number 8 7 4 5

See Attached NTS  
TS No - CA-18-838490-AB

Name

Number Street

City

State

ZIP Code

On which line in Part 1 did you enter the creditor? \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_

Name

Number Street

City

State

ZIP Code

On which line in Part 1 did you enter the creditor? \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_

Name

Number Street

City

State

ZIP Code

On which line in Part 1 did you enter the creditor? \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_

Name

Number Street

City

State

ZIP Code

On which line in Part 1 did you enter the creditor? \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_

Name

Number Street

City

State

ZIP Code

On which line in Part 1 did you enter the creditor? \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_

**Exhibit 1**

Recording requested by:  
Quality Loan Service Corp.

When recorded mail to:  
Quality Loan Service Corporation  
2763 Camino Del Rio South  
San Diego, CA 92108

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: MARIA VICTORIA #411

TS No. CA-18-838490-AB  
Order No.: 180398614-CA-VOI

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## NOTICE OF TRUSTEE'S SALE

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED TO THE  
COPY PROVIDED TO THE MORTGAGOR OR TRUSTOR (Pursuant to Cal. Civ. Code 2923.3)

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO  
TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP  
LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

**YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 7/13/2012. UNLESS YOU TAKE ACTION  
TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN  
EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT  
A LAWYER.**

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 to the Financial Code and authorized to do business in this state, will be held by duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

**BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.**

Trustor(s): **JULIO C LOPEZ, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY**  
Recorded: **7/23/2012 as Instrument No. 2012-0343570** of Official Records in the office of the  
Recorder of **RIVERSIDE** County, California;

Date of Sale: **1/30/2019 at 9:00 AM**  
Place of Sale: **2410 Wardlow Road #104, Corona, CA 92880, in the Auction.com Room**  
Amount of unpaid balance and other charges: **\$150,058.35**  
The purported property address is: **15550 AROBLES COURT, MORENO VALLEY, CA 92555**  
Assessor's Parcel No.: **486-435-012-5**

# Exhibit 1



TS No.: CA-18-838490-AB

**NOTICE TO POTENTIAL BIDDERS:** If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

**NOTICE TO PROPERTY OWNER:** The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call **800-280-2832** for information regarding the trustee's sale or visit this Internet Web site <http://www.qualityloan.com>, using the file number assigned to this foreclosure by the Trustee: **CA-18-838490-AB**. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

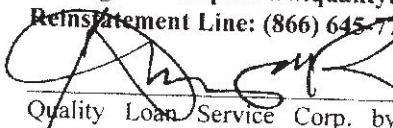
If the sale is set aside for any reason, including if the Trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only.

**QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Date: 12/20/2018

Quality Loan Service Corporation  
2763 Camino Del Rio South  
San Diego, CA 92108  
619-645-7711 For NON SALE information only  
Sale Line: 800-280-2832  
Or Login to: <http://www.qualityloan.com>  
Reinstatement Line: (866) 645-7711 Ext 5318

  
Quality Loan Service Corp. by: Ronald Alonzo, Assistant Secretary

**Exhibit 1**



# **Exhibit 2**

## **Title Report**



13245 RIVERSIDE DR. #450  
SHERMAN OAKS, CA 91423  
PHONE NO. (800) 794-8094

GENESIS ESCROW SERVICES (3715)  
12 CENTERPOINTE DR #203  
LA PALMA, CA 90623

TITLE OFFICER: RON BAUTISTA  
E-MAIL: TITLEUNIT50@PROVIDENTTITLE.COM  
ORDER NO.: 50041371

ATTN: CAROL RAMOS

YOUR REFERENCE NO: 15550 AROBLES CT

PROPERTY ADDRESS: 15550 AROBLES COURT, MORENO VALLEY, CALIFORNIA 92555

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**PRELIMINARY REPORT**

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DATED AS OF FEBRUARY 28, 2020 AT 7:30 A.M.

PROVIDENT TITLE COMPANY, HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED AS OF THE DATE HEREOF, A WESTCOR LAND TITLE INSURANCE COMPANY POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION IN SCHEDULE B OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSION FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN SCHEDULE B ATTACHED. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT. *PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN SCHEDULE B OF THIS REPORT CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.*

*IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.*

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

RON BAUTISTA  
TITLE OFFICER

**Exhibit 2**

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (2006)  
HOMEOWNER'S POLICY OF TITLE INSURANCE FOR A ONE-TO-FOUR FAMILY  
RESIDENCE

ISSUED BY PROVIDENT TITLE COMPANY AS AGENT FOR:  
WESTCOR LAND TITLE INSURANCE COMPANY

**SCHEDULE A**

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

SUBJECT TO THE PROCEEDINGS PENDING IN THE BANKRUPTCY COURT WHERE A PETITION FOR RELIEF WAS FILED.

NAME OF DEBTOR: JULIO CESAR LOPEZ REYES  
DATE OF FILING: 2-21-2020  
US DIST. COURT: CENTRAL DISTRICT RIVERSIDE DIVISION  
CASE NO.: BK16776-SY

3. THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT(S) 100 OF TRACT NO. 22377-1, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP ON FILE IN BOOK 197 PAGE(S) 48 THROUGH 56 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN DEEDS OF RECORD.

ASSESSOR'S PARCEL NUMBER: 486-435-012-5

**SCHEDULE B**

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM DESIGNATED ON THE FACE PAGE OF THIS REPORT WOULD BE AS FOLLOWS:

- A. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 2020-2021, WHICH ARE A LIEN NOT YET PAYABLE.
- B. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2019-2020  
1ST INSTALLMENT: \$ 1,333.86 PAID  
2ND INSTALLMENT: \$ 1,333.86 OPEN DUE BY 4-10-2020  
PENALTY: \$ 172.01  
CODE NO.: 021-388  
TAX PARCEL NO.: 486-435-012-5
- C. SUPPLEMENTAL ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO THE PROVISIONS OF PART 0.5, CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE CALIFORNIA REVENUE AND TAXATION CODE AS A RESULT OF THE TRANSFER OF TITLE TO THE VESTEE NAMED IN SCHEDULE A.

SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO PART 0.5, CHAPTER 3.5 OR PART 2, CHAPTER 3, ARTICLES 3 AND 4, RESPECTIVELY, OF THE CALIFORNIA REVENUE AND TAXATION CODE AS A RESULT OF CHANGES IN OWNERSHIP OR NEW CONSTRUCTION OCCURRING PRIOR TO DATE OF POLICY.

ASSESSMENTS, IF ANY, FOR COMMUNITY FACILITY DISTRICTS AFFECTING SAID LAND WHICH MAY EXIST BY VIRTUE OF ASSESSMENT MAPS OR NOTICES FILED BY SAID DISTRICTS.

**NOTE: THE MAP ATTACHED HERETO IS NEITHER A PLAT NOR A SURVEY, IT IS FURNISHED AS A CONVENIENCE TO LOCATE THE LAND INDICATED HEREON WITH REFERENCE TO STREETS AND OTHER LAND. NO LIABILITY IS ASSUMED BY REASON OF RELIANCE HEREIN.**

1. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
2. ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY THE FILED OR RECORDED MAP REFERRED TO IN THE LEGAL DESCRIPTION.
3. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT  
PURPOSE: PUBLIC UTILITIES  
RECORDED: **DECEMBER 12, 1986 AS INSTRUMENT NO. 317574**, OFFICIAL RECORDS

THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.

4. THE EFFECT OF A ENVIRONMENT CONSTRAINT NOTE: ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE CITY OF MORENO VALLEY, IN E.S.C BOOK 1 AT PAGE 38.

5. THE FACT THAT SAID LAND IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT,  
RECORDED: **AUGUST 14, 1987 AS INSTRUMENT NO. 236664,** OFFICIAL

RECORDS

REDEVELOPMENT AGENCY: MORENO VALLEY RANCH REDEVELOPMENT AREA

AND AMENDED BY A DOCUMENT RECORDED OCTOBER 5, 1988 AS INSTRUMENT NO. 289200 OFFICIAL RECORDS, AN ASSIGNMENT OF DEVELOPMENT AGREEMENT AND ASSUMPTION AGREEMENT WAS RECORDED **AUGUST 30, 1991 AS INSTRUMENT NO. 302684** AND **OCTOBER 28, 1992 AS INSTRUMENT NO. 408431,** BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

6. THE MATTERS SET FORTH IN THE DOCUMENT SHOWN BELOW WHICH, AMONG OTHER THINGS, CONTAINS OR PROVIDES FOR: CERTAIN EASEMENTS; LIENS AND THE SUBORDINATION THEREOF; PROVISIONS RELATING TO PARTITION; RESTRICTIONS ON THE SEVERABILITY OF COMPONENT INTEREST; BUT OMITTING ANY COVENANT, CONDITION OR RESTRICTION, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION (A) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE, OR (B) RELATES TO HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST "HANDICAPPED PERSONS" AS SET FORTH IN THE DOCUMENT RECORDED **JULY 28, 1988 AS INSTRUMENT NO. 211508,** OFFICIAL RECORDS

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING: IF THIS DOCUMENT CONTAINS ANY RESTRICTIONS BASED ON RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID. ANY PERSON HOLDING AN INTEREST IN THIS PROPERTY MAY REQUEST THAT THE COUNTY RECORDER REMOVE THE RESTRICTIVE LANGUAGE PURSUANT TO SUBDIVISION (C) OF SECTION 12956.1 OF THE GOVERNMENT CODE.

SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.

MODIFICATION(S) OF SAID COVENANTS, CONDITIONS AND RESTRICTIONS

RECORDED: **AUGUST 25, 1988 AS INSTRUMENT NO. 243446;** **DECEMBER 15, 1988 AS INSTRUMENT NO. 367478;** **JUNE 2, 1989 AS INSTRUMENT NO. 89-181446;** **AUGUST 11, 1989 AS INSTRUMENT NO. 89-272778;** **SEPTEMBER 25, 1989 AS INSTRUMENT NO. 89-329999** AND **DECEMBER 7, 1989 AS INSTRUMENT NO. 89-428187,** ALL OF OFFICIAL RECORDS

7. THE MATTERS SET FORTH IN THE DOCUMENT SHOWN BELOW WHICH, AMONG OTHER THINGS, CONTAINS OR PROVIDES FOR: CERTAIN EASEMENTS; LIENS AND THE SUBORDINATION THEREOF; PROVISIONS RELATING TO PARTITION; RESTRICTIONS ON THE SEVERABILITY OF COMPONENT INTEREST; BUT OMITTING ANY COVENANT, CONDITION OR RESTRICTION, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION (A) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE, OR (B) RELATES TO HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST "HANDICAPPED PERSONS" AS SET FORTH IN THE DOCUMENT RECORDED **AUGUST 1, 1988 AS INSTRUMENT NO. 215502,** OFFICIAL RECORDS

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING: IF THIS DOCUMENT CONTAINS ANY RESTRICTIONS BASED ON RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID. ANY PERSON HOLDING AN INTEREST IN THIS PROPERTY MAY REQUEST THAT THE COUNTY RECORDER REMOVE THE RESTRICTIVE LANGUAGE PURSUANT TO SUBDIVISION (C) OF SECTION 12956.1 OF THE GOVERNMENT CODE.

SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.

8. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT  
PURPOSE: PUBLIC UTILITIES  
AFFECTS: THAT PORTION OF SAID LAND  
RECORDED: **MARCH 23, 1989 AS INSTRUMENT NO. 89-90264**, OFFICIAL RECORDS
9. RESTRICTIONS ON THE USE, BY THE OWNERS OF SAID LAND, OF THE EASEMENT AREA AS SET OUT IN THE EASEMENT DOCUMENT  
RECORDED: **MARCH 23, 1989 AS INSTRUMENT NO. 89-90264**, OFFICIAL RECORDS
10. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT  
PURPOSE: PUBLIC UTILITIES  
AFFECTS: THAT PORTION OF SAID LAND  
RECORDED: **JUNE 14, 1989 AS INSTRUMENT NO. 89-194273**, OFFICIAL RECORDS
11. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW, AND ANY OTHER OBLIGATIONS SECURED THEREBY  
AMOUNT: \$ 152,192.00  
DATED: JULY 13, 2012  
TRUSTOR: JULIO C. LOPEZ, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY  
TRUSTEE: LANDSAFE TITLE OF CALIFORNIA, INC.  
BENEFICIARY: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
RECORDED: **JULY 23, 2012 AS INSTRUMENT NO. 12-343570**

AN ASSIGNMENT OF THE BENEFICIAL INTEREST UNDER SAID DEED OF TRUST WHICH NAMES  
AS ASSIGNEE: PACIFIC UNION FINANCIAL, LLC  
RECORDED: **AUGUST 25, 2015 AS INSTRUMENT NO. 15-378153**, OFFICIAL RECORDS

A SUBSTITUTION OF TRUSTEE UNDER SAID DEED OF TRUST WHICH SUBSTITUTED THE TRUSTEE  
RECORDED: **FEBRUARY 1, 2018 AS INSTRUMENT NO. 18-41921**, OFFICIAL RECORDS

A NOTICE OF DEFAULT UNDER THE TERMS OF SAID DEED OF TRUST

RECORDED: SEPTEMBER 21, 2018 AS INSTRUMENT NO. 18-379702,  
OFFICIAL RECORDS

A NOTICE OF TRUSTEE'S SALE UNDER SAID DEED OF TRUST

RECORDED: DECEMBER 21, 2018 AS INSTRUMENT NO. 18-497321, OFFICIAL  
RECORDS

**END OF SCHEDULE B**

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## NOTES AND REQUIREMENTS

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### FOR OUR WIRING INSTRUCTIONS PLEASE CONTACT THE TITLE UNIT

**SPECIAL NOTE:** THE POLICY TO BE ISSUED MAY CONTAIN AN ARBITRATION CLAUSE. WHEN THE AMOUNT OF INSURANCE IS LESS THAN THE AMOUNT, IF ANY SET FORTH IN THE ARBITRATION CLAUSE, ALL ARBITRABLE MATTERS SHALL BE ARBITRATED AT THE OPTION OF EITHER THE COMPANY OR THE INSURED AS THE EXCLUSIVE REMEDY BY THE PARTIES.

**SPECIAL NOTE:** IF A COUNTY RECORDER, TITLE INSURANCE COMPANY, ESCROW COMPANY, REAL ESTATE BROKER, REAL ESTATE AGENT OR ASSOCIATION PROVIDES A COPY OF A DECLARATION, GOVERNING DOCUMENT OR DEED TO ANY PERSON, CALIFORNIA LAW REQUIRES THAT THE DOCUMENT PROVIDED SHALL INCLUDE A STATEMENT REGARDING ANY UNLAWFUL RESTRICTIONS. SAID STATEMENT IS TO BE IN AT LEAST 14-POINT BOLD FACTER TYPE AND MAY BE STAMPED ON THE FIRST PAGE OF ANY DOCUMENT PROVIDED OR INCLUDED AS A COVER PAGE ATTACHED TO THE REQUESTED DOCUMENT. SHOULD A PARTY TO THIS TRANSACTION REQUEST A COPY OF ANY DOCUMENT REPORTED HEREIN THAT FITS THIS CATEGORY, THE STATEMENT IS TO BE INCLUDED IN THE MANNER DESCRIBED.

**SPECIAL NOTE:** CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662, EFFECTIVE JANUARY 1, 1994 AND BY AMENDMENT EFFECTIVE JANUARY 1, 2003, PROVIDES THAT THE SELLER IN ALL SALES OF CALIFORNIA REAL ESTATE MAY BE REQUIRED TO WITHHOLD 3 AND 1/3<sup>RD</sup> % OF THE TOTAL SALES PRICE A CALIFORNIA STATE INCOME TAX, SUBJECT TO THE VARIOUS PROVISIONS OF THE LAW AS THEREIN CONTAINED.

**SPECIAL NOTE:** UNLESS OTHERWISE DIRECTED IN WRITING, PROVIDENT TITLE COMPANY AUTOMATICALLY ISSUES **THE ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (2-03-10)** ON ALL QUALIFIED RESIDENTIAL PROPERTY SALE TRANSACTIONS.

**SPECIAL NOTE:** THE ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (1-1-08) CONTAINS EXCEPTIONS AS TO OFF RECORD MATTERS IN ADDITION TO SPECIFIC DEDUCTIBLE AMOUNTS AND SPECIFIC LIABILITY MAXIMUMS FOR COVERED RISKS OF SAID POLICY THAT HAVE BEEN FILED AND APPROVED BY THE VARIOUS DEPARTMENTS OF INSURANCE WHERE THE FORMS HAVE BEEN FILED. PLEASE CONSULT WITH YOUR ESCROW OR TITLE OFFICER IF YOU HAVE QUESTIONS REGARDING THE POLICY.

Note No. 1: YOUR ORDER FOR TITLE WORK CALLS FOR A SEARCH OF PROPERTY THAT IS IDENTIFIED BY A STREET ADDRESS ONLY OR BY SUCH OTHER UNCONFIRMED DATA. BASED ON OUR RECORDS, WE BELIEVE THAT THE LAND DESCRIPTION AND ITS OWNERSHIP IN THIS REPORT REPRESENTS THE PARCEL THAT YOU REQUESTED.

IN ORDER TO PREVENT COSTLY ERRORS AND TO BE CERTAIN THAT THE CORRECT PARCEL OF LAND IS BEING CONSIDERED, WE REQUIRE THAT WRITTEN APPROVAL OF THE LEGAL DESCRIPTION AND THE VESTING IN THIS REPORT BE SENT TO US. IF WE DO NOT RECEIVE SUCH CONFIRMATION BEFORE CLOSE OF ESCROW, WE WILL CONSIDER THIS DEEMED APPROVAL OF THE DESCRIPTION AND OWNERSHIP OF SAID LAND AS SHOWN IN OUR REPORT.

Note No. 2: WE WILL REQUIRE A STATEMENT OF INFORMATION FROM THE PARTIES NAMED BELOW IN ORDER TO COMPLETE THIS REPORT, BASED ON THE EFFECT OF DOCUMENTS, PROCEEDINGS, LIENS, DECREES, OR OTHER MATTERS WHICH DO NOT SPECIFICALLY DESCRIBE SAID LAND, BUT WHICH, IF ANY DO EXIST, MAY AFFECT THE TITLE OR IMPOSE LIENS OR ENCUMBRANCES THEREON.

PARTIES: ALL PARTIES





13245 RIVERSIDE DR. #450  
SHERMAN OAKS, CA 91423  
PHONE NO. (800) 794-8094

## LENDERS SUPPLEMENTAL REPORT

ATTENTION:

YOUR NO.

OUR NO. 50041371

---

THE REFERENCED REPORT (INCLUDING ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS HEREBY MODIFIED AND/OR SUPPLEMENTED IN ORDER TO REFLECT THE FOLLOWING ADDITIONAL ITEMS RELATING TO THE ISSUANCE OF AN AMERICAN LAND TITLE ASSOCIATION LOAN FORM POLICY AS FOLLOWS:

1. NONE OF THE ITEMS SHOWN IN THIS REPORT WILL CAUSE THE COMPANY TO DECLINE TO ATTACH CLTA ENDORSEMENT FORM 100 TO AN ALTA POLICY, WHEN ISSUED.
2. THERE IS LOCATED ON SAID LAND A SINGLE FAMILY RESIDENCE  
KNOWN AS 15550 AROBLES COURT, MORENO VALLEY, CALIFORNIA 92555
3. THERE ARE NO CONVEYANCES AFFECTING SAID LAND RECORDED WITHIN TWENTY FOUR (24) MONTHS OF THE DATE OF THIS REPORT.

**EXHIBIT "A"**

LOT(S) 100 OF TRACT NO. 22377-1, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP ON FILE IN BOOK 197 PAGE(S) 48 THROUGH 56 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN DEEDS OF RECORD.

ASSESSOR'S PARCEL NUMBER: 486-435-012-5



## ***PROVIDENT TITLE COMPANY***

### **Privacy Policy Notice**

#### **PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Provident Title Company**.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 (“CCPA”). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, please email us at [info@providenttitle.com](mailto:info@providenttitle.com) or submit a written request to the company via U.S. mail at the address listed below. You may also designate an authorized agent to submit a request on your behalf by submitting written proof of such authorization to us via the above email or U.S. mail.

**Right of Deletion.** You also have a right to request that we delete the personal information we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, please email us at [info@providenttitle.com](mailto:info@providenttitle.com) or submit a written request to the company via U.S. mail at the address listed below. You may also designate an authorized agent to submit a request on your behalf by submitting written proof of such authorization to us via the above email or U.S. mail.

**Verification Process.** For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Right to Opt-Out.** We do not sell your personal information to third parties, and do not plan to do so in the future.

**Right of Non-Discrimination.** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, Provident Title will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Collection Notice.** The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we've collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties

## Exhibit 2

Business Purpose for Collection	The business purposes for which we've collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity
Categories of Third Parties Shared	The categories of third parties with whom we've shared personal information include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties

*Categories of Personal Information We Have Sold In The Past Year.* We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

*Categories of Personal Information Disclosed For A Business Purpose In The Past Year.* The following is a list of the categories of personal information of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

Provident Title does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will inform you in writing why we made that decision and provide you with a cost estimate before completing your request.

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response may be delivered by mail or electronically.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

CUSTODIAN OF RECORDS  
Provident Title Company  
13245 Riverside Drive, Suite 450  
Sherman Oaks, CA 90245

## CONDITIONS AND STIPULATIONS

### ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12/02/13)

#### EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Risk 14 or 15.

3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Risk 17.

4. Risks:

- a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
- b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:

- a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

#### LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

\* For Covered Risk 16, 18, 19, and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16 (Subdivision Law Violation):	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18 (Building Permit):	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 19 (Zoning):	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21 (Encroachment of Boundary Walls or Fences):	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

## Exhibit 2

**2006 ALTA LOAN POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a). Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**Exhibit 2**



# **Exhibit 3**

## **Statement of Intention**

Debtor 1	<b>Julio Cesar</b>	<b>Lopez</b>	<b>Reyes</b>
	First Name	Middle Name	Last Name
Debtor 2 (Spouse, if filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the: Central District of California			
Case number (If known)			

page 1

Debtor 1 Julio Cesar Lopez Reyes Case number (if known) \_\_\_\_\_  
First Name Middle Name Last Name

**Part 2: List Your Unexpired Personal Property Leases**

For any unexpired personal property lease that you listed in *Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G)*, fill in the information below. Do not list real estate leases. *Unexpired leases* are leases that are still in effect; the lease period has not yet ended. You may assume an unexpired personal property lease if the trustee does not assume it. 11 U.S.C. § 365(p)(2).

Describe your unexpired personal property leases

Will the lease be assumed?

Lessor's name:

☐ No

Description of leased property:

☐ Yes

Lessor's name:

☐ No

Description of leased property:

☐ Yes

Lessor's name:

☐ No

Description of leased property:

☐ Yes

Lessor's name:

☐ No

Description of leased property:

☐ Yes

Lessor's name:

☐ No

Description of leased property:

☐ Yes

Lessor's name:

☐ No

Description of leased property:

☐ Yes

Lessor's name:

☐ No

Description of leased property:

☐ Yes

**Part 3: Sign Below**

Under penalty of perjury, I declare that I have indicated my intention about any property of my estate that secures a debt and any personal property that is subject to an unexpired lease.

x Julio C. Lopez x

Signature of Debtor 1

Signature of Debtor 2

Date 08/02/2019

Date \_\_\_\_\_  
MM / DD / YYYY

# **Exhibit 4**

## **Purchase Agreement and Addendum**



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**SELLER COUNTER OFFER No. 1**  
May not be used as a multiple counter offer.  
(C.A.R. Form SCO, Revised 11/14)

Date January 1, 2020

This is a counter offer to the: ☒ Purchase Agreement, ☐ Buyer Counter Offer No. \_\_\_\_\_, or ☐ Other \_\_\_\_\_ ("Offer"),  
dated December 29, 2019, on property known as 15550 Arobles Ct, Moreno Valley, CA 92555-3001 ("Property"),  
between Jose E. Lino Guzman ("Buyer")  
and Julio C. Lopez ("Seller").

1. **TERMS:** The terms and conditions of the above referenced document are accepted subject to the following:
- A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer or an addendum.
  - B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer, but deposit amount(s) shall remain unchanged from the original Offer.

C. **OTHER TERMS:** 1. Seller reserves services 2. Offer to be subject pending dismissal of Bk. 3. Property to be sold As  
Is.

D. The following attached addenda are incorporated into this Seller Counter offer: ☐ Addendum No. \_\_\_\_\_  
☐ \_\_\_\_\_

2. **EXPIRATION:** This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:
- A. Unless by 5:00pm on the third Day After the date it is signed in paragraph 4 (If more than one signature then, the last signature date)(or by ☐ AM ☐ PM on \_\_\_\_\_ (date)) (i) it is signed in paragraph 5 by Buyer and (ii) a copy of the signed Seller Counter Offer is personally received by Seller or \_\_\_\_\_, who is authorized to receive it.
  - B. OR If Seller withdraws it anytime prior to Acceptance (CAR Form WOO may be used).
  - C. OR If Seller accepts another offer prior to Buyer's Acceptance of this counter offer.

3. **MARKETING TO OTHER BUYERS:** Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Acceptance of this Counter Offer by Buyer as specified in 2A and 5. In such event, Seller is advised to withdraw this Seller Counter Offer before accepting another offer.

4. **OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.**

Seller Julio C. Lopez Date 01/01/2020 02:28 PM PST  
Seller \_\_\_\_\_ Date \_\_\_\_\_

5. **ACCEPTANCE:** I/WE accept the above Seller Counter Offer (If checked ☐ SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a Copy.

Buyer Jose E. Lino Guzman Date 01/02/20 Time ☐ AM/ ☐ PM  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Time ☐ AM/ ☐ PM

**CONFIRMATION OF ACCEPTANCE:**

(\_\_\_\_\_/\_\_\_\_\_) (Initials) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Seller, or Seller's authorized agent as specified in paragraph 2A on (date) \_\_\_\_\_ at \_\_\_\_\_ ☐ AM/ ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Seller or Seller's authorized agent whether or not confirmed in this document.

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SCO Revised 11/14 (PAGE 1 OF 1)

**SELLER COUNTER OFFER (SCO PAGE 1 OF 1)**



California First Realty 525 W. Holt Blvd. Ontario, CA 91762  
California 1st Meza

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Phone: 909.988.6868

Fax: 909.230.6899

Lopez Julio C.

**Exhibit 4**



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

CALIFORNIA  
RESIDENTIAL PURCHASE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS  
(C.A.R. Form RPA-CA, Revised 12/18)

Date Prepared: 12/29/2019

1. OFFER:

- A. THIS IS AN OFFER FROM Jose E lino guzman ("Buyer").  
B. THE REAL PROPERTY to be acquired is 15550 arobes ct, moreno valley, ca 92555, situated in  
moreno valley (City),                      (County), California, 92555 (Zip Code), Assessor's Parcel No. 486435012 ("Property").  
C. THE PURCHASE PRICE offered is Two Hundred Ninety-Five Thousand Dollars \$ 295,000.00  
D. CLOSE OF ESCROW shall occur on 30 days or sooner (date)(or                      Days After Acceptance).  
E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).  
B. CONFIRMATION: The following agency relationships are confirmed for this transaction:  
Seller's Brokerage Firm california first realty License Number 01304413  
Is the broker of (check one): ☒ the seller; or ☐ both the buyer and seller. (dual agent)  
Seller's Agent pablo meza License Number 01524675  
Is (check one): ☒ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)  
Buyer's Brokerage Firm century 21 realty team License Number 01524746  
Is the broker of (check one): ☒ the buyer; or ☐ both the buyer and seller. (dual agent)  
Buyer's Agent alex petrusan License Number 01020768  
Is (check one): ☒ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

- C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 3,000.00

(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, ☐ cashier's check, ☐ personal check, ☒ other wire within 3 business days after Acceptance (or                     );

- OR (2) ☐ Buyer Deposit with Agent: Buyer has given the deposit by personal check (or                     ) to the agent submitting the offer (or to                     ), made payable to                     .

The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or                     ).  
Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$                      within                      Days After Acceptance (or                     ).

If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

- C. ☐ ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or ☐ Buyer shall, within 3 (or                     ) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

- (1) FIRST LOAN: in the amount of \$ 284,675.00

This loan will be conventional financing OR ☒ FHA, ☐ VA, ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other                     . This loan shall be at a fixed rate not to exceed                      % or, ☐ an adjustable rate loan with initial rate not to exceed                      %. Regardless of the type of loan, Buyer shall pay points not to exceed                      % of the loan amount.

- (2) ☐ SECOND LOAN in the amount of \$

This loan will be conventional financing OR ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other                     . This loan shall be at a fixed rate not to exceed                      % or, ☐ an adjustable rate loan with initial rate not to exceed                      %. Regardless of the type of loan, Buyer shall pay points not to exceed                      % of the loan amount.

- (3) FHA/VA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or                     ) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this Agreement.

- E. ADDITIONAL FINANCING TERMS: seller to credit \$2000 towards buyer closing cost.

- F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 7,325.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

- G. PURCHASE PRICE (TOTAL): \$ 295,000.00

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C21 Realty Team 14630 Lakewood Blvd Bellflower, CA 90706  
C21 REALTY TEAM Petrusan

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Phone (562)531-2001 217

Fax (562)531-1706

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Property Address: 15550 arobes ct, moreno valley, ca 92555

Date: December 29, 2019

- H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or ) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. ( Verification attached.)
- I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or ) Days After Acceptance.
- J. LOAN TERMS:
- (1) LOAN APPLICATIONS: Within 3 (or ) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. ( Letter attached.)
- (2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.
- (3) LOAN CONTINGENCY REMOVAL: Within 21 (or ) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (4) NO LOAN CONTINGENCY: Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
- (5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
- K. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
4. SALE OF BUYER'S PROPERTY:
- A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
- OR B. This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).
5. ADDENDA AND ADVISORIES:
- A. ADDENDA:
- | Addendum #  | (C.A.R. Form ADM)  |
|---|--|
| <input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO)                       | <input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA) |
| <input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) | <input type="checkbox"/> Other   |
| <input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA)                          | <input type="checkbox"/> Other   |
- B. BUYER AND SELLER ADVISORIES:
- |   |   |
|---|---|
| <input type="checkbox"/> Probate Advisory (C.A.R. Form PA)                      | <input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA) |
| <input type="checkbox"/> Trust Advisory (C.A.R. Form TA)                        | <input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)   |
| <input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA) | <input type="checkbox"/> REO Advisory (C.A.R. Form REO)                           |
|   | <input type="checkbox"/> Other  |
6. OTHER TERMS:
7. ALLOCATION OF COSTS
- A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.
- (1) ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report, including tax: ☐ environmental ☐ Other: \_\_\_\_\_
- (2) ☐ Buyer ☐ Seller shall pay for the following Report \_\_\_\_\_ prepared by seller choice
- (3) ☐ Buyer ☒ Seller shall pay for the following Report termite section#1 work and clearance. \_\_\_\_\_ prepared by
- B. GOVERNMENT REQUIREMENTS AND RETROFIT:
- (1) ☐ Buyer ☐ Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.

Buyer's Initials ( JEL ) ( )  
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Seller's Initials ( JEL ) ( )



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Date: December 29, 2019

- (2) (i) ☒ Buyer ☒ Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.  
(ii) ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.  
(iii) Buyer shall be provided, within the time specified in paragraph 14A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

**C. ESCROW AND TITLE:**

- (1) (a) ☒ Buyer ☒ Seller shall pay escrow fee 50/50 each one  
(b) Escrow Holder shall be seller choice  
(c) The Parties shall, within 5 (or       ) Days After receipt, sign and return Escrow Holder's general provisions.  
(2) (a) ☐ Buyer ☒ Seller shall pay for owner's title insurance policy specified in paragraph 13E  
(b) Owner's title policy to be issued by seller choice  
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

**D. OTHER COSTS:**

- (1) ☐ Buyer ☒ Seller shall pay County transfer tax or fee  
(2) ☐ Buyer ☒ Seller shall pay City transfer tax or fee  
(3) ☐ Buyer ☐ Seller shall pay Homeowners' Association ("HOA") transfer fee  
(4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.  
(5) ☐ Buyer ☐ Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.  
(6) Buyer to pay for any HOA certification fee.  
(7) ☐ Buyer ☐ Seller shall pay for any private transfer fee  
(8) ☐ Buyer ☐ Seller shall pay for         
(9) ☐ Buyer ☐ Seller shall pay for         
(10) ☒ Buyer ☒ Seller shall pay for the cost, not to exceed \$ 550.00, of a standard (or ☐ upgraded) one-year home warranty plan, issued by home shield, with the following optional coverages: ☒ Air Conditioner ☐ Pool/Spa ☐ Other:         
Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.  
OR ☐ Buyer waives the purchase of a home warranty plan. Nothing in this paragraph precludes Buyer's purchasing a home warranty plan during the term of this Agreement.

**8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**

- A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in paragraph 8 B or C.
- B. ITEMS INCLUDED IN SALE:** Except as otherwise specified or disclosed,  
(1) All EXISTING fixtures and fittings that are attached to the Property;  
(2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: ☒ all stove(s), except       ; ☐ all refrigerator(s) except       ; ☐ all washer(s) and dryer(s), except       ;  
(3) The following additional items:         
(4) Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are (☐ are NOT) included in the sale.  
(5) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller shall, within the time specified in paragraph 14A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 14B and C.  
(6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 8B(5) and       , and (ii) are transferred without Seller warranty regardless of value.
- C. ITEMS EXCLUDED FROM SALE:** Unless otherwise specified, the following items are excluded from sale: (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii)

       Brackets attached to walls, floors or ceilings for any such component, furniture or item shall remain with the Property (or        will be removed and holes or other damage shall be repaired, but not painted).

**9. CLOSING AND POSSESSION:**

- A. Buyer intends (or        does not intend) to occupy the Property as Buyer's primary residence.  
B. **Seller-occupied or vacant property:** Possession shall be delivered to Buyer, (i) at 6 PM or (       AM/       PM) on the date of Close Of Escrow; (ii) no later than        calendar days after Close Of Escrow; or (iii) at        AM/       PM on

Buyer's Initials (JCL) (      )

Seller's Initials (JCL) (      )

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Property Address: 15550 arobes ct, moreno valley, ca 92555

Date: December 29, 2019

- C. **Seller remaining in possession After Close Of Escrow:** If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as ☐ C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, ☐ C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- D. **Tenant-occupied property: Property shall be vacant at least 5 (or \_\_\_\_\_) Days Prior to Close Of Escrow**, unless otherwise agreed in writing. **Note to Seller:** If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.
- OR ☐ **Tenant to remain in possession (C.A.R. Form TIP).**
- E. At Close Of Escrow: Seller assigns to Buyer any assignable warranty rights for items included in the sale; and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.
- F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.
10. **STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:**
- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice of actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).
- (2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Seller's Agent, if any, has completed and signed the Seller's Brokerage Firm section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Brokerage Firm, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Brokerage Firm.
- (3) **Note to Buyer and Seller:** Waiver of Statutory and Lead Disclosures is prohibited by Law.
- (4) Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) If Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).
- (5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.
- (6) In the event Seller or Seller's Brokerage Firm, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.
- (7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days After Delivery in person, or 5 Days After Delivery by deposit in the mail, or by an electronic record satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of cancellation to Seller or Seller's agent.
- B. **NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. **WITHHOLDING TAXES:** Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- D. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- E. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
- F. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) **SELLER HAS:** 7 (or \_\_\_\_\_) Days After Acceptance to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

Buyer's Initials ( IEL ) ( \_\_\_\_\_ )

Seller's Initials ( JCL ) ( \_\_\_\_\_ )

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Date: December 29, 2019

(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or ) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). (vi) private transfer fees; (vii) Pet fee restrictions; and (viii) smoking restrictions. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

11. **CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.

B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.

C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.

12. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**

A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to: (i) a general physical inspection; (ii) an inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) inspect for lead-based paint and other lead-based paint hazards; (iv) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA); (v) review the registered sex offender database; (vi) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; and (vii) review and seek approval of leases that may need to be assumed by Buyer. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report; or inspections by any governmental building or zoning inspector or government employee, unless required by Law.

B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.

C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.

D. **Buyer indemnity and seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

13. **TITLE AND VESTING:**

A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.

C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.

D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.

Buyer's Initials (id) ( )

Seller's Initials (JCL) ( )

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 5 OF 10)

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Exhibit 4

Property Address: 15550 arobes ct, moreno valley, ca 92555

Date: December 29, 2019

- 14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
- A. SELLER HAS:** 7 (or     ) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.
- B. (1) BUYER HAS:** 17 (or     ) Days After Acceptance, unless otherwise agreed in writing, to:
- (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.
  - (2) Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
  - (3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has 5 (or     ) Days After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
  - (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14D(1).
  - (5) **Access to Property:** Buyer shall have access to the Property to conduct inspections and investigations for 17 (or     ) Days After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.
- C. REMOVAL OF CONTINGENCIES WITH OFFER:** Buyer removes the contingencies specified in the attached Contingency Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.
- D. SELLER RIGHT TO CANCEL:**
- (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
  - (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 8B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 (or     ) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.
- F. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- G. CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or     ) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.
- H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit. (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

Buyer's Initials ( iel ) (      )

Seller's Initials ( JCL ) (      )

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Date: December 29, 2019

15. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within 5 (or ) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 11; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
16. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
17. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
18. **BROKERS:**
- A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
19. **REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 31 or 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
20. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 13, 14G, 17, 18A, 19, 20, 26, 29, 30, 31, 32 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or ) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.
- B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or ) Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.

Buyer's Initials ( IEL ) (        )  
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Seller's Initials ( JEL ) (        )

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- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 18A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

**21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:**

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 14H, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).**

Buyer's Initials SEL

Seller's Initials JCL

**22. DISPUTE RESOLUTION:**

- A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Real Estate Mediation Center for Consumers ([www.consumermediation.org](http://www.consumermediation.org)) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.** Exclusions from this mediation agreement are specified in paragraph 22C.

**B. ARBITRATION OF DISPUTES:**

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

**"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

**"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Buyer's Initials SEL

Seller's Initials JCL

**C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:**

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

Buyer's Initials (SEL)  
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Date: December 29, 2019

- (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
23. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
24. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
25. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.
26. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form A0AA).
27. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
28. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initiated by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
29. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
30. **DEFINITIONS:** As used in this Agreement:
- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
  - B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
  - C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
  - D. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded.
  - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
  - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
  - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
  - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
  - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
  - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
  - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
  - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
  - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
31. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by \_\_\_\_\_ who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by \_\_\_\_\_ AM/PM, on \_\_\_\_\_ (date)).

One or more Buyers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date 12/30/2019 BUYER Jose E. Lino Guzman  
(Print name) Jose E. Lino Guzman  
Date \_\_\_\_\_ BUYER  
(Print name) \_\_\_\_\_

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

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Seller's Initials ( JEL ) ( \_\_\_\_\_ )

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isabel@gasre

Exhibit 4

Property Address: 15550 arables ct, moreno valley, ca 92555

Date: December 29, 2019

32. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:

☐ One or more Sellers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date SELLER Julio C. Lopez 01/02/2020 03:45 PM PST

(Print name) Julio C. Lopez

Date SELLER

(Print name)

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

( / ) (Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) at AM/ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.  
B. Agency relationships are confirmed as stated in paragraph 2.  
C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.  
D. COOPERATING (BUYER'S) BROKER COMPENSATION: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

E. PRESENTATION OF OFFER: Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

Buyer's Brokerage Firm century 21 realty team

By alex petrusan

By

Address 14620 lakewood blvd

Telephone (951)453-3558

Seller's Brokerage Firm california first realty

By Pablo Meza

By

Address 525 w holt blvd

Telephone (909)988-6888

alex petrusan DRE Lic. # 01020768

DRE Lic. #

City bellflower

E-mail petrusanalexc21@gmail.com

State ca

Zip 92335

DRE Lic. # 01524675

DRE Lic. #

City ontario

E-mail pablo@calfirstrealty.net

State ca

Zip 91762

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☒ a deposit in the amount of \$ 3,000.- counter offer numbers 1 Seller's Statement of Information and

and agrees to act as Escrow Holder subject to paragraph 20 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is

Escrow Holder Genesis Escrow Services, Inc

By Carol Ramos

Address 12 Centerpointe Dr #203, La Palma, CA 90623

Phone/Fax/E-mail // (657)239-0072, FAX (657) 255-4060

Escrow Holder has the following license number #

☒ Department of Business Oversight, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: ( )

Broker or Designee Initials Seller's Broker presented this offer to Seller on (date).

REJECTION OF OFFER: ( )

Seller's Initials No counter offer is being made. This offer was rejected by Seller on (date).

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REAL ESTATE BUSINESS SERVICES, INC.  
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525 South Virgil Avenue, Los Angeles, California 90020

Buyer Acknowledges that page 10 is part of this Agreement ( ) Buyer's Initials

RPA-CA REVISED 12/18 (PAGE 10 of 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 10 OF 10)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48062 www.ziplogix.com

Isabel I gasc



Exhibit 4



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address 15550 arobles ct, moreno valley, ca 92555

- 1. IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
- 2. BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.
- 3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
  - B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
  - C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
  - D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
  - E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
  - F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
  - G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
  - H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
  - I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
  - J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
  - K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
  - L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer jose E lino guzman

jose E lino guzman

12/30/2019

Buyer

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BIA REVISED 11/14 (PAGE 1 OF 1)

BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)



C21 Realty Team 14620 Lakewood Blvd Bellflower, CA 90706  
C21 REALTY TEAM Petrusan

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Phone: (562) 531-2001 x17

Fax: (562) 531-1706

isabel l gaste

# Exhibit 4



**Exhibit 5**

**Trustee Addendum to Purchase  
Agreement**

**TRUSTEE ADDENDUM TO RESIDENTIAL PURCHASE AGREEMENT**  
**AND JOINT ESCROW INSTRUCTIONS**  
**(15550 Arobles Court, Moreno Valley, California 92555)**  
**(Riverside County)**

This is an addendum ("Addendum") to the "California Residential Purchase Agreement and Joint Escrow Instructions" dated December 29, 2019 and its related Seller Counter Offer No. 1 dated January 1, 2020 (collectively the "Purchase Agreement") for the purchase of the real property commonly known as **15550 Arobles Court, Moreno Valley, California 92555, Riverside County** ("Property"), by **Jose E. Lino Guzman** ("Buyer") and is based on the following facts:

- A. Julio Cesar Lopez Reyes ("Debtor") Debtor filed a chapter 7 bankruptcy petition on August 2, 2019 ("Petition Date"), in the United States Bankruptcy Court, Central District of California, Case No. 6:19-bk-16776-SY.
- B. Lynda T. Bui is the duly appointed, qualified and acting Chapter 7 trustee ("Trustee" or "Seller") for the Estate.
- C. The Debtor's interest in Property is an asset of the Debtor's Estate that the Trustee is authorized to administer for the benefit of the Estate and its creditors.
- D. The Buyer has presented an offer for the purchase of the Property pursuant to the terms and conditions of the Purchase Agreement.
- E. The Buyer and the Trustee acknowledge that the operation of the law has placed the Trustee in a unique role as the Seller under the Purchase Agreement as amended/modified by this Addendum. Due to the nature of the Trustee's role in administering the assets of Debtor's Estate, there may be limitations as to the extent, type and character of the transactional documents under which the Trustee can convey the Property to any buyer of the Property. The Trustee proposes to sell the Property pursuant to certain limitations. The Buyer acknowledges that it understands the terms under which the Property is to be conveyed may vary substantially from the normal customs and trade within the State of California, County of Riverside. Except where expressly mandated by operation of law, the Buyer consents to any such modifications and amendments.

**NOW THEREFORE, THE BUYER AND THE TRUSTEE, AND EACH OF THEIR RESPECTIVE REAL ESTATE BROKERS IDENTIFIED BELOW, AGREE AS FOLLOWS:**

1. Addendum. This Addendum amends the Purchase Agreement. When fully-executed below, this Addendum will constitute conclusive evidence of the contract between the Buyer and the Trustee for the sale and purchase of the Property ("Sale") and

the Buyer's agreement for the Sale, subject to approval by the Bankruptcy Court in the Debtor's bankruptcy case and further or more complete documentation in Seller's discretion. Notwithstanding any contrary terms and conditions in the Purchase Agreement, this Addendum shall apply and so to the degree that the Purchase Agreement conflicts with this Addendum, this Addendum controls and Purchase Agreement is not binding and is superseded.

2. Purchase Price: The purchase price for the Property shall be **\$295,000.00**; all cash (the "Purchase Price"). **Buyer agrees to waive the requirement for a \$2,000.00 credit towards his closing costs.**

3. Due Diligence Period: Buyer acknowledges that he/she/it is familiar with the Property and that the Buyer has previously viewed the Property. The Buyer acknowledges that the Sale shall be without any contingencies or due diligence requirements of the Buyer. **Buyer's silence shall be deemed an acceptance and affirmative election to proceed with the Sale without any contingencies or due diligence requirements.**

4. Bankruptcy Court Approval: The Sale is expressly subject to Bankruptcy Court approval in the Debtor's bankruptcy case. As soon as reasonably practical following expiration of the Due Diligence Deadline without Buyer's submission of a Notice to Cancel, the Seller will file a motion to approve the Sale with the Bankruptcy Court pursuant to section 363 of the United States Bankruptcy Code (11 U.S.C. § 363) (the "Approval Motion"). As part of such motion, the Seller will request a finding of the Buyer's "good faith" in accordance with section 363(m) of the Bankruptcy Code.

5. Tender Purchase Price/Closing: **The Buyer has tendered an initial deposit of \$3,000.00 ("Deposit") The Sale shall close, with Buyer tendering the full Purchase Price, not more than fifteen (15) calendar days after the entry of an order of the Bankruptcy Court authorizing the Sale.**

6. Property Sold "As is" "Where is": The Buyer acknowledges that the Seller is a Trustee appointed to administer a the Debtor's Estate. The Seller and or Seller's agents have not, and will not, inspect the Property or determine its condition, fitness or use for any particular purpose, nor will any of them provide any written disclosures, guarantees or warranties of any kind. Seller and Seller's agents are exempt from complying with the requirements of Article 1.5 of the California Civil Code Sections 1102-1102.17 relating to disclosures upon transfer of real property. **The sale shall be "as-is" and "where is" with no warranty or recourse whatsoever. If any state or local ordinance laws require that the Property be brought into compliance, the Buyer, at his/her/its sole expense, shall comply with and pay for any such requirements. The Buyer has agreed to waive the requirements and costs for a termite report, home warranty plan or other similar items.**

7. Transfer of Property: Transfer of the Property by Seller shall be by Trustee's Fiduciary Quitclaim Deed. The Seller shall convey and the Buyer shall accept the marketable title to the Property that will be insured by Fidelity National Title Company,

without material exception, subject only to the terms of this Addendum and any further documentation of the Sale consistent with this Addendum.

8. Liens, Claims, Encumbrances and Interests: The Sale shall be free and clear of such Liens, with the extent, validity and priority of such liens to attach to the net proceeds of the Sale.

9. Assessments, Taxes and Escrow fees: The following assessments, taxes and other costs shall be allocated as follows: (a) all allowable assessments and real property taxes shall be prorated through the closing date of the Sale to the applicable accounts of the Seller and the Buyer, such that the amounts applicable to the account of the Buyer shall not be deducted from the Purchase Price; (b) escrow fees shall be split equally between the Buyer and the Seller (50/50), such that the amounts allocable to the Buyer shall not be deducted from the Purchase Price; (c) the Seller shall pay real property transfer tax (County and State only) and the costs of a standard issue title insurance policy, such that these taxes and costs shall not be deducted from the Purchase Price; and (d) City transfer tax shall be split equally between Buyer and Seller (50/50), such that the amount allocable to the Buyer shall not be deducted from the Purchase Price. **All other costs are at Buyer's sole expense and are not to be deducted from the Purchase Price.**

10. Overbid: The Sale is subject to notice to creditors and other parties and shall be subject to higher and better bid through and including the hearing on the Approval Motion, pursuant to sale and overbid procedures determined in the Seller's sole discretion and subject to Bankruptcy Court approval. Initial overbid increment will be no less than **\$5,000.00 over the Purchase Price**, and thereafter in minimum increments of no less than **\$1,000.00**.

11. Brokers and Commissions: The Buyer is represented by Century 21 Realty Team DRE License #01524746 and its agent Alex Petrusan California DRE License #01020768 (collectively "Buyer Broker") and the Seller is represented by First California Realty, California DRE #01304413 and its agent Pablo Meza California DRE #01524675 (collective "Seller Broker"). Subject to Court approval in the Debtor's bankruptcy case, the Seller shall pay commission as follows, through escrow: 5% total of the Purchase Price: 2.5% to Buyer Broker and 2.5% to Seller Broker. **The Trustee reserves the right to request a carve-out or reduction of the commission if doing so is the best interest of the Estate.** No commission shall be due and payable except from the cash proceeds of an actual sale of the Property to the Buyer and upon closing of such sale.

12. Seller Right to Terminate: The Seller may decline, at her option and sole discretion, to consummate the Sale for any reason, including without limitation: (a) the dismissal or closure of the Debtor's bankruptcy case; (b) the conversion of the debtor's Chapter 7 bankruptcy case to any other chapter under the Bankruptcy Code; (c) the inability to subordinate any liens on the Property to the expenses of administration; (d) the inability to obtain approval of the Sale by the Bankruptcy Court; or (e) the inability to sell the Property on the terms and conditions set forth herein. The Seller reserves the right, in her sole discretion, to determine not to consummate, and to terminate, the sale

of the Property by serving a notice of such termination on the Buyer. No liability or obligations shall accrue to the bankruptcy estate or the Seller, either personally or in her capacity as Trustee, as a result of any such termination. The Buyer's sole remedy, in the event that escrow fails to close as a result of Seller's inability to close escrow, shall be a refund of the Deposit in full.

**13. Non-Refundability and Forfeiture of Deposit:** Except as set forth above in paragraph 12 to this Addendum, immediately upon execution of this Addendum, the entirety of the Deposit shall be absolutely non-refundable and forfeited to the Seller. Notwithstanding the immediately preceding sentence, in the event: (a) the Bankruptcy Court enters an order that does not authorize Seller to sell the Property to the Buyer; or (b) the Bankruptcy Court enters an order that authorizes the sale to another bidder and the Buyer is not a backup bidder, Seller shall refund the entire Deposit to the Buyer within ten (10) calendar days following entry of such order of the Bankruptcy Court. In the event the Buyer is overbid and is a backup bidder, Seller shall refund the entire Deposit to the Buyer only if the Sale closes to the winning bidder and within ten (10) calendar days following such closing.

\_\_\_\_\_ (Buyer's initials)

**14. Escrow Instructions:** Escrow instructions shall be signed by Buyer and Seller within thirty (30) calendar days after execution of this Counteroffer. In the event that Buyer is unable to close escrow within fifteen (15) calendar days after entry of the Bankruptcy Court's order authorizing the Sale (the "Closing Date"), the Buyer shall compensate the Seller one hundred dollars (\$100.00) per day for each day beyond the Closing date that the Sale does not close for a total extended period of no more than ten (10) calendar days. Thereafter, the Seller shall have absolute discretion to either: (a) provide further extensions of the Closing Date at the same rate of compensation; or (b) terminate the Sale to the Buyer and retain the entirety of the Deposit as liquidated damages.

**15. Bankruptcy Court Jurisdiction:** The Bankruptcy Court for the Central District of California, Riverside Division ("Court"), shall have jurisdiction to interpret and enforce the terms of this Counteroffer/agreement. This Addendum shall be construed pursuant to the laws of the State of California, except to the extent preempted by applicable Federal bankruptcy law.

**16. Multiple Offers (if applicable):** Buyer recognizes that multiple offers and/or counteroffers may be pending and Seller reserves the right, per Paragraph 12, to choose which contract to submit to the Bankruptcy Court for approval. **At this time, there are no other offers but the Sale is subject to overbidding.**

**Read, Understood, Agreed To and Accepted:**

**SELLER AND HER BROKER:**

Date: March 10, 2020



---

Lynda T. Bui, Solely in her capacity as  
Chapter 7 Trustee for the Bankruptcy Estate of  
*In re Julio Cesar Lopez Reyes*, Case No. 6:19-bk-16776-SY

Date: March \_\_\_, 2019

**California First Realty**

---

Pablo Meza  
Trustee/Seller's Broker

**BUYER AND HIS BROKER:**

Date: March \_\_\_, 2020

---

Jose E. Lino Guzman

Date: March \_\_\_, 2019

**Century 21 Realty Team**

---

Alex Petrusan  
Buyer's Broker

**Read, Understood, Agreed To and Accepted:**

**SELLER AND HER BROKER:**

Date: March \_\_\_\_, 2020

\_\_\_\_\_  
Lynda T. Bui, Solely in her capacity as  
Chapter 7 Trustee for the Bankruptcy Estate of  
*In re Julio Cesar Lopez Reyes*, Case No. 6:19-bk-16776-SY

Date: March 12, 2019

**California First Realty**

\_\_\_\_\_  
*Pablo Meza*  
Pablo Meza  
Trustee/Seller's Broker

**BUYER AND HIS BROKER:**

Date: March \_\_\_\_, 2020

\_\_\_\_\_  
Jose E. Lino Guzman

Date: March \_\_\_\_, 2019

**Century 21 Realty Team**

\_\_\_\_\_  
Alex Petrusan  
Buyer's Broker

**Read, Understood, Agreed To and Accepted:**

**SELLER AND HER BROKER:**

Date: March \_\_\_\_, 2020

\_\_\_\_\_  
Lynda T. Bui, Solely in her capacity as  
Chapter 7 Trustee for the Bankruptcy Estate of  
*In re Julio Cesar Lopez Reyes*, Case No. 6:19-bk-16776-SY

Date: March \_\_\_\_, 2019

**California First Realty**

\_\_\_\_\_  
Pablo Meza  
Trustee/Seller's Broker

**BUYER AND HIS BROKER:**

Date: March 12, 2020

\_\_\_\_\_  
JOSE LINO  
Jose E. Lino Guzman

Date: March 12, 2019

**Century 21 Realty Team**

\_\_\_\_\_  
  
Alex Petrusan  
Buyer's Broker



## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
**100 Spectrum Center Drive, Suite 600, Irvine, CA 92618**

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY [With Notice of the Motion and Motion]** will be served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **March 17, 2020**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**:

On (*date*) **March 17, 2020**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **Not Applicable**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

**March 17, 2020**  
\_\_\_\_\_  
*Date*

**Lorre Clapp**  
\_\_\_\_\_  
*Printed Name*

**/s/ Lorre Clapp**  
\_\_\_\_\_  
*Signature*

**NEF SERVICE LIST**

- **Lynda T. Bui (TR)** Chapter 7 Trustee trustee.bui@shulmanbastian.com, C115@ecfcbis.com
- **Nancy L Lee** on behalf of NEF Interested Party bknotice@mccarthyholthus.com, nlee@ecf.courtdrive.com
- **Henry L Ng** on behalf of Debtor hnglaw@hotmail.com
- **United States Trustee (RS)** United States Trustee ustpreion16.rs.ecf@usdoj.gov

**U.S. MAIL SERVICE LIST**

**Judge's Copy**

Hon Scott H. Yun  
3420 Twelfth Street Suite 345  
Riverside, CA 92501

**Buyer**

Jose E. Lino Guzman  
6727 Motz Street  
Paramount, CA. 90723

**Buyer's Broker**

Century 21 Realty Team  
Attn Alex Petrusan  
14620 Lakewood Blvd  
Bellflower, 92335

**Trustee's Broker**

California First Realty  
Attn Pablo Meza  
525 W Holt Blvd  
Ontario, CA 91762

**Lien Holder**

Mr Cooper  
Attn Robyn Boyland, Loan Specialist  
8950 Cypress Waters Blvd  
Coppell, TX 75019

Corporation Service Company which will  
do business in California as  
CSC – Lawyers Incorporating Service as Agent for Service of Process for  
Mr. Cooper (dba of Nation Star Mortgage LLC  
2710 Gateway Oaks Drive Suite 150N  
Sacramento, CA 95833

**Tax Collector**

Riverside County Treasurer and Tax Collector  
4080 Lemon Street  
Riverside, CA 92501

**CONTINUED ON FOLLOWING PAGE**

**Debtor, Creditors and Parties in Interest**

**DEBTOR**

JULIO CESAR LOPEZ REYES  
3410 W CHARLAINE ST  
SANTA ANA, CA 92704-1420

**INTERESTED PARTY**

UNITED STATES TRUSTEE (RS)  
3801 UNIVERSITY AVENUE, SUITE 720  
RIVERSIDE, CA 92501-3255

**COURT MAILING LIST**

EMPLOYMENT DEVELOPMENT DEPT.  
BANKRUPTCY GROUP MIC 92E  
P.O. BOX 826880  
SACRAMENTO, CA 94280-0001

**COURT MAILING LIST**

FRANCHISE TAX BOARD  
BANKRUPTCY SECTION MS: A-340  
P.O. BOX 2952  
SACRAMENTO, CA 95812-2952

**COURT MAILING LIST**

CMRE (MEDICAL COLLECTIONS)  
3075 E. IMPERIAL HIGHWAY, #200  
BREA CA 92821-6753

**CLAIM FILED**

FRONTIER COMMUNICATIONS  
BANKRUPTCY DEPARTMENT  
19 JOHN STREET  
MIDDLETOWN, NY 10940-4918

**COURT MAILING LIST**

FRONTIER  
PO BOX 740407  
CINCINNATI OH 45274-0407

**COURT MAILING LIST**

PORTFOLIO / PORTFOLIO RECOVERY  
ASSOCIATE  
120 CORPORATE BLVD STE  
NORFOLK VA 23502-4952

**COURT MAILING LIST**

SANTANDER  
8585 N. STEMMONS FWY STE  
DALLAS TX 75247-3836

RETURNED MAIL

**COURT MAILING LIST**

COURTESY NEF

**UNDELIVERABLE**

**COURT MAILING LIST**

RIVERSIDE DIVISION  
3420 TWELFTH STREET,  
RIVERSIDE, CA 92501-3819

**N/A**